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2011-2014

AGREEMENT

Between

**Island Park Union Free School District
Island Park, New York**

and

Island Park Faculty Association

Rosmarie T. Bovino, Ed.D.
Superintendent of Schools

Patricia Collins
President,
Island Park Faculty Association

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered into this 24th day of June, 2011 between the Island Park Union Free School District and the Island Park Faculty Association regulating terms and conditions of employment for all employees now or hereafter employed in the bargaining unit set forth in the current agreement between the parties which expires on June 30, 2014. The parties have reached agreement on a successor agreement described below:

All provisions of the current agreement, unless changed by amendment, addition or deletion, as hereinafter noted, shall remain in full force and effect and be considered an integral part of the agree-to-successor agreement entered into for the period of July 1, 2011 through June 30, 2014.

PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act, hereinafter referred to as the "Taylor Act", to encourage and increase effective and harmonious working relationships between the Board of Education and its professional employees, and to enable the said professional employees represented by the Island Park Faculty Association to more fully participate in and contribute to the development of policies for the District so that the cause of public education may best be served.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

A. Board

The term "Board" as used in the Agreement shall mean the Board of Education of Island Park Union Free School District, Island Park, New York.

B. Teacher

The term "teacher" as used in this Agreement shall refer to all full and part-time certified personnel in the negotiating unit as defined in Article II.

C. Association

The term "Association" as used in this Agreement shall mean Island Park Faculty Association, Island Park, New York.

D. District

The term "District" as used in this Agreement shall mean Island Park Union Free School District, Island Park, New York.

E. Superintendent

The term "Superintendent" as used in this Agreement shall mean the Superintendent of Island Park Union Free School District, Island Park, New York, his/her designee or anyone empowered to act on his/her behalf.

F. Administration

The term "Administration" as used in this Agreement shall mean the Superintendent, the Deputy Superintendent, or the Principal of any school within the District.

ARTICLE II
BARGAINING UNIT

A. Recognition

The Board recognizes the Association as the exclusive bargaining agent for the following members of the professional staff including: Full-Time Teachers, Part-Time Teachers, Title 1 Teachers, Teaching Assistants, Long Term Substitutes, and School Nurses. It excludes the Superintendent, Deputy Superintendent, and Members of the Island Park Administrator's Association; such recognition to be effective in accordance with the provisions of §208 Sub 2 Chapter 392 of the Laws of 1967 as amended.

B. Equal Representation

The Association agrees to represent equally all teachers without regard to membership or participation in the Association, and to continue to admit all eligible personnel employed by the district.

C. Agency Shop Fee

Every member of the bargaining unit who is not a member of the Island Park Faculty Association shall, within 31 days after the initial date of employment, pay to the Association an agency fee to be collected by payroll deduction. Such fee shall be equal to 100% of the membership dues of the Association.

D. Payroll Deductions

(Dues Deduction and Agency Fee)

1. The Board will deduct dues, as established by and on behalf of the Island Park Faculty Association, from the salaries of unit members and transmit the monies to the Association as per current practice.

2. Such dues shall be deducted in equal installments from the first 22 paycheck issued to the unit members.
3. The District shall deduct dues during the entire school year, but in the event any return of money is due to the unit member for any event, the District shall be held harmless, and the unit member shall seek reimbursement from the Association.
4. The Board will deduct an agency fee on behalf of the Association from the salaries of unit members who are not member of the Association in accordance with Civil Service Law §208.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of the Article.

5. The Board of Education of Island Park agrees to make voluntary deductions from the salaries of its employees for VOTE/COPE contributions. The deductions shall be made once during the school year and transmitted to the President of the Island Park Faculty Association who will forward it to the VOTE/COPE organization in Albany, NY.

E. Requests and/or Applications

The Superintendent shall make every effort to keep the President informed when members of the bargaining unit make written requests and/or application in accordance with the terms and conditions of this Agreement.

Copies of written decisions rendered in accordance with the above paragraph shall be forwarded to the President at the same time as the original decision is forwarded.

F. Relief From Duties

1. The President of the Association shall be relieved of the following:

Lunch Duty
Bus Duty
Detention Supervision
Study Hall Assignments

Whenever possible, the Association President shall be relieved from Homeroom assignments.

Whenever the President of the Association is drawn from the elementary schools, he/she shall be given no less than thirty (30) minutes per day to pursue Association business. Every effort will be made to give him/her forty-five (45) minutes per day.

Whenever possible, the same provisions shall apply during the first and last weeks of school.

It is understood by both parties that relief from study hall and homeroom assignments have been agreed to because of the responsibilities of the office of the President of the Association and not because such duties are considered by the Association and the Board to be non-professional in character. The duties of the President of the Association shall not be conducted so as to interfere with either the teaching or assigned duties of any other teacher or the teaching or assigned duties of the President.

2. The President of the Association or his/her designee may be permitted five (5) school days leave per year, for educational purposes only, upon approval of the Superintendent. The Association shall make written request for such leave at least five (5) days prior to the day of leave.
3. These provisions shall not apply if the President is drawn from the ranks of kindergarten teachers while student sessions at this grade level are less than full day.
4. An office shall be provided for the President of the Association to transact Association business provided space is available.

G. Negotiations During School Hours

In the event both parties agree to conduct negotiations when school is in normal session, the Association's usual negotiating team, composed of members who regularly attend negotiating sessions (excluding any observers) shall not suffer any reduction in salary.

H. Part-Time Teachers and Long-Term Teachers

Part-time employees are defined as all teachers working less than the teaching day established under Article IV and who are paid on a contract basis (not per diem and not per hour) for a specific period of time. All hourly paid teachers paid on a per diem basis, shall be excluded from the definition of part-time teachers under this section.

Long-term substitutes are defined as all teachers not placed on probationary status by the District at the time of hire.

Part-time teachers and long-term substitutes are subject to all terms of the Agreement except the following provisions:

1. Half-time teachers shall teach in the elementary school not more than 15 hours per week. The remaining two and one-half (2 ½) hours per week shall be for the other related functions and travel. In the secondary school, half-time teachers shall teach no more than three (3) periods per day and, in addition, shall be assigned one (1) duty period per day. These assignments will not be spread out over more than five (5) periods. Secondary school teachers teaching over three (3) periods per day shall be considered full-time; all other teachers teaching over 80% shall be considered full-time.

Long-term substitutes are defined as teachers who are appointed by the Board of Education to cover approved leaves of absences and who are not placed on probationary status by the District at the time of hire.

2. Half-time secondary school teachers shall be entitled to two (2) preparation periods of 45 minutes each during each week of school having five (5) days in which classes are scheduled and one (1) preparation period in weeks having less than five (5) days in which classes are scheduled. The provisions of Article V B shall not apply. All conditions for other teachers shall be pro-rated in accordance with the teacher's salary.
3. The District's liability for payment of insurance premiums under Article IX B 1, 2, 3 and 4 shall be limited to the payment of premiums pro-rated in accordance with the teacher's salary.

4. a) Part-time teachers, except those reduced from full-time positions, and long-term substitutes shall be excluded from coverage under the following provisions of this agreement:

Article VI A, C (Transfers), G, Article XII C, D, H.2, H.3 (Leaves of Absence); Article XIII H (Job Security).

b) Part-time teachers in grade 7 and 8 who teach three (3) classroom assignments will be considered "half-time" employees and will be paid one-half (1/2) of the applicable salary rate. Benefits for such teachers shall be pro-rated on a one-half (1/2) basis.

c) For positions other than classroom assignments, such as guidance counselor, psychologists and others, eighteen (18) hours per week shall be considered "half-time". Such employees will be paid one-half (1/2) of the applicable salary rate and benefits shall be pro-rated on a one-half (1/2) basis.

d) Teachers on a full-time salary schedule who are reduced to a part-time shall receive a pro-rated salary based on the step they would be on as full-time.

5. All part-time teachers will receive one (1) sick day, pro-rated, per month up to twelve (12) each year with a maximum accumulation of 225 such days.
6. Part-time teachers are entitled to three (3) days pro-rated personal leave. Unused personal leave, up to a total of ten (10) days may be accumulated.

I. Certified Personnel

Only certified personnel may be used within the classroom for instructional purposes on a paid basis.

ARTICLE III
SCHOOL FACILITIES

A. School Buildings

The Association shall have the right to use school buildings, except as may be limited by law, without cost, at reasonable times for meetings.

B. Bulletin Board

The Association shall have the right to place notices, circulars and other materials on designated school bulletin boards and in teachers' mailboxes.

1. Authorized representatives of the Association shall assume responsibility for the posting and distributing of such material for the Association.
2. A copy of all such material to be publicly posted in the school shall be sent to the Superintendent prior to posting.
3. The Administration and the Board recognize the teachers' rights to privacy with regard to material so distributed by the Association.
4. The Association shall not publicly post in the school material endorsing or opposing a political issue or a candidate for public office.

C. Equipment

The Board shall provide the Association with a four-drawer file cabinet and shall make school office equipment available to the Association.

D. Physical Environment

Insofar as is practical and consistent with existing facilities, the Board shall provide adequate teacher work areas, equipment and supplies to aid in the preparation of instructional material, parking facilities, rooms for parent/teacher conferences and appropriately furnished faculty lounges. Facilities for reproducing classroom material shall be available in each building.

The building principal and building representative(s) shall meet twice each year to review the physical needs of the faculty lounges and teachers' work areas. Recommendations for changes shall be made to the Superintendent.

These rooms shall be provided with whatever equipment is needed to keep the lounges and work areas up-to-date with current technology and physical conditions.

The faculty lounges and teacher work areas shall be properly cleaned and maintained.

E. Committee

A Committee composed of two (2) representatives of the Association, one (1) member of the Board, and the Superintendent, or his/her designee, shall meet upon the request of either, to discuss compliance with Article III, Section D. The provisions of the Article shall apply to new buildings and to additions to existing structures.

F. Use of Telephones

Teachers shall be permitted to make necessary local calls on school telephones. This privilege shall be subject to termination by the Administration on an individual basis upon a showing of abuse on the part of an individual teacher.

The Board shall provide teachers with adequate telephone facilities to conduct the District's business.

ARTICLE IV
TEACHING YEAR

A. School Calendar

1. The Superintendent shall consult with representatives of the Association prior to establishing a school calendar for any given school year.
2. The Board shall adopt a school year of no more than 185 days. Where unused snow/emergency days exist, the District shall be obliged to cancel school days in the months of May or June in excess of 183 calendar days. This shall be done with the agreement of the President of the Island Park Faculty Association.
3. Guidance Counselors will work two days before opening of school and one day at the conclusion of the school year. An additional day at the end of the year may be added if needed. Guidance Counselors will be paid at their daily rate for these days.

B. Working Day

1. **Normal Day** – The normal day for teachers is from 8:30 A.M. to 3:30 P.M. It is agreed that all staff members will sign in and out when entering and leaving school buildings. It is understood that this procedure is intended to comply with the requirements of the School Safety Plan and that it will not be used to enforce disciplinary actions.
2. **Adjustments** – The Superintendent shall have the right to vary the normal teaching day of the faculty as a whole, or of an individual teacher, within thirty-five (35) minutes either before or after 8:30 A.M.
3. Normal working day hours for school social workers may be adjusted by the Superintendent or his/her designee so as to make social work services available to pupils and their parents during evening hours. Such adjustments will be limited to a maximum of two (2) days per week and shall be scheduled so as not to require social workers to work later than 10:00 P.M. For part-time social workers, a weekly schedule acceptable to the social worker and the administration shall be developed. Hours worked each day may vary.
4. **Early Release Days** – Teachers shall be released ten (10) minutes after latest pupil dismissal time on Fridays, on days preceding holidays, on days of Association meetings called in accordance with provisions of Article VIII A of this Agreement, and on days when evening attendance at school activities is required, except that teacher having duties listed on weekly schedule which extend beyond normal pupil dismissal time shall not be released until such duties have been completed.

5. **Duties/Compensatory Time** – If a duty listed on the weekly schedule extends consistently more than 30 minutes beyond normal pupil dismissal time, the teacher or teachers assigned to such duty shall be provided compensatory time. Compensatory time shall be granted for all time expended in connection with the duty, beyond 35 minutes.

Scheduling of the time due to teachers shall be made upon mutual agreement between the teacher and building principal.

ARTICLE V

TEACHING LOAD

A. Class Size

1. Secondary School

a) **General** – Every effort shall be made to limit the teaching load of teachers in the secondary school to no more than an average of one hundred forty (140) students per day with exceptions noted in this article.

b) **Reading** – Every effort shall be made to limit reading classes to the following sizes:
Remedial Classes –10.

c) **Physical Education** – Every effort shall be made to limit physical education classes to no more than one hundred fifty-six (156) students per day.

2. Elementary School

Every effort shall be made to limit the teaching load of teachers to not more than thirty (30) students per class.

3. Exceeding Limits

Where teaching loads, due to unforeseen emergencies, exceed the limits as noted above, the reason for exceeding such loads must be provided in writing to the Association. Said reason shall be subject to review under the grievance procedure.

B. Preparation Periods**1. Statement Of Principle**

Both the Board of Education and the Association recognize that adequate instructional preparation requires more than five (5) forty-five (45) minute periods per week in the Secondary School and five (5) forty-five (45) minute periods per week in grades 1-6, and that teachers are responsible to prepare adequately for effective teaching. These five (5) periods shall be used for such preparation that can be most effectively accomplished during the school day, but shall in no way limit a teacher's responsibility in terms of total preparation.

2. Elementary or Secondary Staffing

A teacher shall be considered elementary or secondary based on where he/she is assigned for the majority of his/her teaching time.

3. Secondary School

All teachers' schedules in the Secondary School, except Physical Education teachers who are covered by the elementary provisions, shall include:

- a) No less than three (3) uninterrupted preparation periods of forty-five (45) minutes during each full week of school having five (5) days in which classes are taught.
- b) No less than one (1) uninterrupted preparation period of forty-five (45) minutes in weeks having less than five (5) days in which classes are taught.
- c) Such days shall be identified in the teacher's schedule.
- d) When innovative programs render forty-five (45) consecutive minutes of preparation impractical, the equivalent time shall be provided with no less than thirty (30) consecutive minutes for those teachers so requesting.
- e) In the event teachers of Mathematics, English, Social Studies, Special Education, Science, Spanish, Technology Education or Home and Career Skills are scheduled for more than twenty-five (25) teaching periods per week on a regular basis, they shall receive additional compensation at the specified rate per year provided such additional period is taught each week. This amount shall be pro-rated in the event such additional periods are taught for less than a full year. For purposes of this Article, a period shall be considered to be forty-three (43) to forty-five (45) minutes. The specified compensation will be as follows:

Compensation Rates, Per Year, Per Period
In Excess of 25 weekly that are assigned on a
regular basis:

2011-2012 school year	\$3,213
2012-2013 school year	\$3,213
2013-2014 school year	\$3,213

Provisions of Article V A.1 (a); VI B.1; and VI H, shall not apply. Every effort shall be made to limit the teaching load to not more than an average of 168 students per day.

It is not the intention of this provision to provide compensation to teachers assigned to occasional additional class coverage. No teacher shall be assigned more than five (5) such additional coverages without payment. Payment shall be calculated at 1/7 of 1/200th of annual salary when payment for additional coverage is made.

f) When it is determined by the Scheduling Committee that there is not sufficient coverage for the duties that fall within the school day, one (1) of five (5) preparation periods may be assigned for such coverage.

4. Elementary School

Each teacher shall have forty-five (45) minutes of preparation time per day with thirty (30) minutes of said time scheduled continuously for teachers who so request.

5. IEP Meetings

When IEP meetings with parents are mandated, teachers shall be provided with enough relief time to accomplish such meetings.

C. Elementary Art, Music, & Physical Education

In grades 1-6, students shall be taught art, music and physical education by teachers who are certified in the appropriate area. Art periods shall be at least forty-five (45) minutes in length.

ARTICLE VI
TEACHING SCHEDULES

A. Daily Load

1. Wherever possible, teaching schedules for classroom teachers of grades 1-6 shall be limited to an individual average of four and one-half (4 ½) hours daily, of direct teaching time, with the remainder of student contact time spent in classroom management activities and supervised study.
- When provisions of Section A.1 cannot be accomplished, the Administration shall inform the teacher in writing of the reasons why such schedule cannot be adhered to.
- Teachers, other than classroom teachers covered in A.1 above and Secondary teachers of Mathematics, English, Social Studies, Science, Special Class Teachers (Special Education), shall teach a maximum of six (6) forty (40) or forty-five (45) minute periods per day, seven (7) thirty-five (35) minute periods per day or eight (8) thirty (30) minute periods per day.

B. Programming

The Principal, in programming a teacher, shall:

1. Make every effort to keep the number of preparations for secondary teachers of English, Social Studies, Mathematics and Science to a minimum, not to exceed three (3). However, the number of preparations for said teachers, shall not exceed four (4).
2. Consider honors and modified classes as separate preparations.
3. Consider the teacher's professional background and preparation.

C. Transfers

1. The policy of rotating among able and qualified teachers shall be followed insofar as reasonably possible. A factor to be considered in rotating among qualified teachers shall be whether the needs of the school and the students will be served.
2. Transfers between building shall be made provided the teacher to be transferred is not required to move more than two (2) grade levels above or below his/her current grade placement. The teacher shall remain at the new level a minimum of two (2) years.
3. **Voluntary Transfers**
An exception of Section C.1 shall prevail is a teacher voluntarily offers to be transferred, provided the Superintendent is not obligated to accept such a volunteer, and gives reason for the refusal to accept.

4. Special Education Teachers' Temporary Transfers

When a common branch position becomes available on a temporary basis due to a leave of absence being granted to a staff member in one of the elementary schools, any tenured special education teacher with proper Elementary Certification, upon recommendation of the Superintendent and the approval of the Board of Education, will be allowed to occupy the vacant position for one (1) year, contingent upon satisfactory service. Such change of position will be considered by the District only if a teacher applies for the change and requests a leave of absence from his/her tenured special education position. Assignments under this provision will start at the beginning of the school year.

It is also understood that a teacher who is granted a temporary transfer under this provision will not accrue seniority in the special education tenure area during the period of the temporary transfer. In the event more than one special education teacher applies for a vacant position, the teacher with seniority shall be granted the position, provided the Superintendent recommends this teacher and the Board of Education grants approval. Under no circumstances shall any teacher be entitled to a second temporary transfer under this provision until all other special education teachers' requests for temporary transfer have been satisfied.

D. Request For Assignment Change

Teachers wishing to be considered for a change in assignment in accordance with the terms of Section C of

the Article must submit this preference, in writing, no later than May 1st.

E. Room Assignments (Secondary Teachers)

Every effort will be made to limit the number of different room assignments to a minimum. A single room assignment will be made whenever scheduling and facilities permit. Multiple room assignments may be necessary to meet specific program and scheduling needs.

F. Change of Subject or Grade Level

Teachers who will be affected by change of subject or grade level assignments for a subsequent school year shall be consulted with regard to the proposed change by their respective Principals before the last day of classes scheduled for students. Where a reasonably unforeseeable teacher or enrollment caused situation occurs, or a situation occurs as a result of changes in Federal or State Law or the Regulations of the Commissioner of Education, the provisions of this section shall not apply, except that notice of any change shall be mailed to the teacher as soon as practical.

G. Lunch Periods

Teachers shall be provided with an uninterrupted duty-free lunch period of forty-five (45) minutes. Lunch periods shall start between 11:00 A.M. and 1:15 P.M.

H. Consecutive Assignments

No teacher shall have more than the equivalent of four (4) consecutive teaching assignments for instruction of children, and every effort shall be made to keep the number to three (3). For the purposes of this section, an assignment shall be forty-five (45) minutes.

Supervisory time preceding or following this teaching time shall not exceed twenty (20) minutes.

I. Last Week of School

1. Student attendance during the last week of school shall be in accordance with the Regulations of the Commissioner of Education, §175.5.
2. Where unused snow/emergency days exist, the District shall be obliged to cancel school days in the months of May or June in excess of 183 calendar days. This shall be done with the agreement of the President of the Island Park Faculty Association.

ARTICLE VII
TEACHING POSITIONS

A. New or Vacant Positions

1. Whenever a certified teaching or administrative position become available, the existence of such position shall be simultaneously announced to the staff when any outside agency or individual is informed. Such notice shall contain the following minimum requirements; the location of the District, the description or title of the position, the approximate student enrollment; the approximate number of staff serving students; the pupil personnel services provided by the District; the qualifications and the salary range for the position. Notice of the person appointed by the Board of Education shall be made to the staff within five (5) school days after the appointment.

2. No new tenure areas may be created without consultation with the Association.
3. Recruitment and selection of staff shall in accordance with Employment Procedures, Exhibit E.

B. Teaching Out of Certification

1. Assignment

It is the desire of the parties to have students taught by teachers working within their area of competence wherever possible. Teachers will not be assigned, except in accordance with the Education Law, and the Regulations of the Commissioner of Education, to subjects or grades outside the scope of their teaching certificates, or outside their major or minor fields of study. No teacher will be scheduled for such an assignment without prior consultation.

Both parties agree to re-open negotiations regarding Article VII, Teaching Positions, Section B.1 Assignment, provided either party serves written notice upon the other party.

2. Hiring

In the event the qualifications of one or more applicants for employment are relatively equal, the Board shall give preference to the certified applicant.

C. After Regular School Hours Positions

When choosing personnel for positions in programs which operate outside the regular school program, and provided qualifications of applicants are relative equal, in the opinion of the Superintendent, the Board shall give

preference to teachers regularly employed by the District.

D. Extra-Curricular, Sports and Special Activities

Extra-curricular, sports and special activities recommended by the Superintendent and approved by the Board of Education, each of the three (3) years of this agreement, shall be paid in accordance with the schedule attached as Exhibit D.

At the time a new activity is proposed or when modification of compensation for an activity is proposed, the Principal and Building Vice President shall meet for the purpose of recommending specific compensation for such activities to the Superintendent. The Superintendent will review the proposals with the President of the Association and then prepare a recommendation for the Board of Education.

All available activities and positions shall be posted each year during September. To be approved, activities must have an enrollment of at least 10 students and be scheduled to meet at least thirty hours; the Superintendent can make exceptions to these requirements for special activities. The Board shall have the right to appoint teachers to such activities from those voluntarily applying, therefore, which assignments shall be for a one-year period. No teacher shall acquire "tenure" in such positions by virtue of performing the same for any school year.

Sports activities listed in Exhibit C shall be funded as specified in the Exhibit. Funds obtained as a result of gifts can be used in addition to the amounts specified.

ARTICLE VIII
AFTER SCHOOL MEETINGS

A. Association Meetings

1. The Superintendent and the President of the Association shall meet prior to June 30th of each year to choose a mutually agreeable day for meeting for the subsequent school year. This date may be changed only with the consent of both the Superintendent and the President of the Association, except in the case of extreme emergency, in which event the Superintendent shall have the right to call a meeting without the consent of the Association.
2. The Association shall have the right to schedule and hold meetings to commence ten (10) minutes after the latest pupil dismissal time in the District, but no sooner. Teachers having duties listed on the weekly schedule which extend beyond normal pupil dismissal time shall not be released until such duties have been completed.
3. No evening activities which require teacher attendance will be scheduled on Association meeting days as provided in the above paragraph 1 of this Article.

B. Principal's Meeting

1. The number of after-school meetings required of any teacher shall not exceed twelve (12) per school year. Meetings called for teachers on less than a grade level or departmental basis shall not count as a meeting for the purposes of this subparagraph. Teachers who are unable to attend these after-school meetings shall be excused for a reasonable cause. No meeting shall extend more than one (1) hour and

fifteen (15) minutes beyond student dismissal time. This paragraph shall not apply to the last week of school.

2. Notices

Any after-school meeting called by an administrator shall be announced in writing, with an agenda, no less than (5) days prior to the meeting, except in the case of any extreme emergency.

3. Changes in Schedule

After school meetings shall be scheduled in accordance with the procedures set forth in Article VIII A.1. Any change in the day of the week shall be subject to the approval of the Association, except in the case of extreme emergency as determined by the Superintendent. Teachers who are unable to attend the meeting shall be excused for a reasonable cause.

C. Professional Development

Teachers shall be required to attend a minimum of one in-service course during each school year or elect to participate in its equivalent or select an alternative project as approved by the Deputy Superintendent. The in-service course is a ten (10) hour District sponsored course held after school or on a Saturday. An equivalent course is any course, for example, offered by SCOPE, SETRC, or a Teaching Center. An equivalent course must be a minimum of ten (10) hours. The cost of such course is the sole responsibility of the teacher. An alternative project is a specifically designed project selected by the teacher and could include the following: teacher portfolio, reflective journal writing, peer observation and peer coaching.

1. One (1) in-service credit for salary purposes shall be given for each ten (10) hours of in-service work.
2. Teachers on column MA+60...shall receive a one-time payment of \$2,000 for each ten (10) credits of completed in-service education. Such payment shall not be included as part of the teacher's base salary.
3. Teachers who are newly appointed to probationary or long term substitute positions will be required to participate in ten (10) hours of in-service training for orientation purposes during their first year of service in the District. The ten (10) hour in service training for orientation purposes does not replace the professional development requirement noted under Article VIII.

D. Evening Attendance

1. All teachers shall be required to attend parent/teacher evening conferences not to exceed six (6) hours per year. No more than three (3) conferences per year may be scheduled.
2.
 - a) In addition to the evening meetings required by this Section, teachers shall be required to attend not more than one (1) additional night during the school year for the purpose of performing required duties in connection with either physical education or music programs, or after consultation with the Association, such other programs as may be sponsored by the schools.
 - b) Teachers may chaperone additional evening events. In the event a teacher does so, that instructional member shall be paid at the rate of \$50.00 per evening for a minimum of two (2) hours.

Regardless of the location of the event, notice of prospective chaperoning opportunities shall be posted in both buildings and made available to all members. The notice, and subsequent selection, is the responsibility of the building principal.

3. In addition to the obligations of this Section, Psychologists, Guidance Counselors, Social Workers and ESL Teachers shall be required to attend evening meetings other than those listed herein. As determined by the District, these teachers shall attend no more than a total of five (5) evening meetings. The reason for the required attendance shall be stated. Notice of the meeting one month in advance shall be given to the teacher.

E. Staff Training and Orientation

Teachers shall be required to attend one (1) day of in-service training on the day preceding the first day of school.

F. Accredited Courses

Upon prior approval of the Superintendent, credit on the salary schedule shall be granted for courses taken at all accredited colleges.

Credit for college courses taken at the undergraduate level may be granted provided prior authorization to take such courses is obtained from the Superintendent.

G. Student Extra-Help (Before or After School)

Teachers shall provide students with extra help before or after school at least once each week.

ARTICLE IX
SALARY SCHEDULES AND INSURANCE BENEFITS

A. Salary Schedules

1. During the life of this Agreement, the Bachelors Degree salary schedule shall have a total of ten (10) steps. An "E" or entry level step shall be created below step one. The resulting schedule shall have the "E" level and steps one through nine for a total of ten steps. The Bachelor's schedule shall have four (4) columns, Bachelors Degree, BA plus ten (10) credits, BA plus twenty (20) credits, BA plus thirty (30) credits, for each step. Steps eleven through seventeen and column BA plus forty (40) have been deleted. Teachers on Bachelors salary schedule credited above BA +30 step 9 will receive increases in each contract year equal to the percents allocated to BA +30 step 9 (See Exhibit A).

The Masters Degree salary schedule shall have a total of seventeen steps. These steps are numbered one through seventeen. Each of these steps shall have seven (7) columns. Masters Degree, MA plus ten (10) credits, MA plus twenty (20) credits, MA plus thirty (30) credits, MA plus forty (40) credits, MA plus fifty (50) credits, and MA plus sixty (60) credits.

2. All steps on the above schedules shall increase during the life of this agreement as follows:

2011-2012 - +0% + Increment*

2012-2013 - +1.75% + Increment

2013-2014 - +1.75% + Increment

*Step 17 increased by 1% for 2011-2012.

Effective July 1, 2011, the 2011-2012 salary schedules shall be the same as those in effect for the 2010-2011 school year, except for Step 17 on columns MA 10 through MA 60, which shall increase by 1%. A teacher shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement.

Effective July 1, 2012, the 2012-2013 salary schedules shall be the same as those in effect for the 2011-2012 school year (including the 1% increase at Step 17s). A teacher shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement. In addition, the salary of all teachers shall be increased by 1.75% which shall be incorporated into base salary (including for computing a teacher's daily rate), but will not be applied to the salary schedule. The 1.75% salary increase shall be removed from all teachers' salaries and shall sunset, and be of no further force and effect, as of 11:59:59 pm on June 30, 2013. This sunset clause shall not apply to teachers who are on Step 17 on columns MA 10 through MA 60 for which the 1.75% salary increase shall remain in their base salaries, but will not be reflected on the salary schedule.

Effective July 1, 2013, the 2013-2014 salary schedules shall be the same as those in effect for the 2012-2013 school year (including the 1% increase at Step 17s). A teacher shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement. In addition, the salary of all teachers shall be increased by 1.75%, which shall be incorporated into base salary (including for computing a teacher's daily rate) but will not be

applied to the salary schedule. The 1.75% salary increase shall be removed from all teachers' salaries and shall sunset, and be of no further force and effect, as of 11:59:59 pm on June 30, 2014. This sunset clause shall not apply to teachers who are on Step 17 on columns MA 10 through MA 60 for which the 1.75% salary increase shall remain in their base salaries, but will not be reflected on the salary schedule.

3. Supplements to the salary schedule shall remain frozen at the 2010-2011 level during the term of this Agreement as follows:

	<u>2nd MA</u>	<u>P.D.</u>	<u>Ph.D.</u>	<u>Longevity</u>
2011-2012	\$2,105	\$2,105	\$2,453	\$4,157
2012-2013	\$2,105	\$2,105	\$2,453	\$4,157
2013-2014	\$2,105	\$2,105	\$2,453	\$4,157

Supplements shall be added to regular salary and paid out over number of elected salary payments. Teachers may elect to receive their annual salary in either twenty-two (22) or twenty-six (26) equal payments. There shall be twenty-two (22) bi-weekly pay periods during the school year between September and June. Teachers electing the twenty-six (26) payment plan shall receive the equivalent of five (5) payments during the last pay period in June.

Stipends for Interscholastic sports shall be paid at the completion of season or about quarterly through the school year. Stipends for clubs and special activities shall be paid in two (2) equal installments.

Course work for salary step and/or column advancement shall be accepted if completed by September 1st and transcript documentation received

by the District not later than November 1st. One-half payment for new column or degree shall be granted when course work is completed by February 1st and transcript documentation received not later than April 1st. Retroactive payments for courses and degrees will only be made when transcript documentation is submitted by the November 1st and April 1st dates.

Partial full-time service of five months or more (one semester or 90 teaching days) within a given school year shall count as one year toward salary step advancement and toward longevity. Full-time service of less than five full months shall not be counted toward longevity or salary step advancement. In the event a teacher has two or more such partial years of service of less than 5 months, the Superintendent may grant one year toward years of service.

Longevity increments for teachers shall commence at the twentieth (20th), twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) years of service to the District as Teacher or Teaching Assistant.

Leaves of absence shall not be counted towards years of service or toward longevity.

4. It is the intent of both parties to have the salary schedules at or above the fiftieth (50th) percentile of Nassau County School Districts for the duration of following procedures will be followed:

Utilizing the NIS data entitled "Nassau County Annual 50th Percentile Teacher Salary Schedule", the Island Park schedule will be compared to the 50th

percentile of Nassau County at these selected steps when this data are available April, May or June.

The BA "E" level shall compare to BA Step 1
 BA Step 9 shall compare to BA Step 10
 BA+30 "E" shall compare to BA+30 Step 1
 BA+30 Step 9 shall compare to BA+30 Step 10
 MA
 MA+10
 MA+15
 MA+30 Step 1
 MA+30 Step 10
 MA+30 Step 15
 MA+60 Step 1
 MA+60 Step 10
 MA+60 Step 15

In the event Island Park falls below the 50% percentile on 7 of the 13 Steps, the entire schedule will be adjusted by units of $\frac{1}{4}$ of 1% so that at least 7 of the 13 Steps are at the 50% percentile. This adjustment shall be retroactive for each school year of this agreement.

B. Insurance

1. **Health Insurance** – The Board shall provide the New York State Health Insurance Program, currently the "Empire Plan", for all members covered in this agreement. Members may elect individual or family coverage (individual and dependents), and dependent student coverage pursuant to the plan.

a) The District shall pay for the cost and expense of the premiums for the above coverage. Teachers shall contribute fifteen percent (15%) of the health

insurance premium in 2011-2012 and 2012-2013. Effective July 1, 2013, teachers shall contribute sixteen percent (16%) of the health insurance premium. The District will make available to staff a Section 125 Plan of the Internal Revenue Code in order to permit unit employees contributions for health insurance premiums to be paid with pre-tax dollars. The District also will provide accounts under this plan for Dependent Care and one for medical and dental payments beginning in January 1997.

b) The HIP option plan also may be selected; however, the members electing this option shall be responsible for any additional cost of this plan. Members also have the option for additional medical coverage through First Rehabilitation of America and shall be responsible for costs.

c) The District shall continue to provide and pay for the premiums of the New York State Health Insurance Program for all members of the unit who have retired or who retire in the future at fifty percent (50%) of the individual premium and thirty-five percent (35%) of the family premium. Members who have retired under Retirement Incentive Programs shall continue to receive health insurance benefits as specified in their retirement incentive agreement unless State Law mandates a higher amount.

d) The District shall offer the health insurance plan to the surviving dependent of an employee who dies after retirement. The option to continue coverage, at the beneficiary's own expense, shall be payable on September 1st and February 1st, or monthly as agreed

upon by the beneficiary and the District. The regulations as stated in the Manual for Participating Subdivisions shall be followed in the institution of this coverage.

The Board shall provide the insurance in numbers 2, 3 and 4 for each teacher covered by this agreement.

- e) Health Insurance Opt-Out: Effective July 1, 2011, a unit member who is currently enrolled in the health insurance program may opt out of the health insurance program in whole or in part for periods of one full year by completing the appropriate form furnished by the District. In order to be eligible for this option, a unit member must certify that he or she has health insurance through another source other than the District.

Unit members electing to waive coverage must do so by filing their form no later than December 1, with the provisions of this Section taking effect on January 1. Once a waiver form has been filed with the District, the waiver shall continue to be in effect from year to year thereafter until the unit member elects to re-enroll; and the unit member shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

It is understood that once a unit member has waived coverage for a particular year, he or she may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another sources and consistent with the rules and regulations of the health insurance plan. Emergency shall include loss of employment or termination of insurance for a spouse whose employer had

provided alternative coverage. Emergency shall not include the change of any such alternative insurance from a non-contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

A unit member who waives coverage for a full year shall receive the following:

- \$1,000 if the unit member opts out of family coverage and enrolls in individual coverage.
- \$1,500 if the unit member who opts out of individual coverage and does not enroll in any health insurance plan.
- \$2,500 if the unit member who opts out of the family coverage and does not enroll in any health insurance plan.

These lump sum payments shall be made in the unit member's last paycheck in June. It is understood that if a unit member re-enrolls during the year or, for any other reason, does not waive for an entire year, no payment in any amount will be made.

Reinstatement of coverage for the succeeding year may be made by notifying the District in writing no later than Dec 1 to be effective the following January 1. This deadline shall not apply to emergency reinstatement of insurance as provided for above, but such reinstatement shall be subject to whatever requirements or deadlines are imposed by the District's insurance carrier.

2. Dental Insurance for each teacher (standard or individual coverage with \$25 deductible). Teachers

desiring family coverage may select such plan and pay the difference between the family rate and the sum paid by the Board for individual coverage. Teachers choosing family coverage must make a commitment to continue this coverage for twenty-four (24) months. Maximum dental insurance coverage shall be increased to \$6,000 per year.

3. Disability Insurance to pay two-thirds ($2/3$) of current salary with a maximum benefit of \$3,000 per month. There will be a waiting period of ninety (90) calendar days or expiration of accumulated sick leave. An increase of premium above 10 percent (10%) during any school year shall be paid by the individual members covered under this agreement.
4. Group Term Life Insurance in the amount of \$100,000 shall be provided for each teacher covered under this agreement. An increase in premium above ten percent (10%) during any school year shall be paid by the members covered under this agreement.
5. The District shall not eliminate payment to the Federal Social Security program and shall maintain coverage for all members covered by this agreement.
6. The Board shall maintain the existing policies with regard to payroll deductions for tax deferred annuities, 403(b) or 403(b) (7) plans. Payroll deduction is available for the Nassau Educators Federal Credit Union, Faculty Association Dues, Retirement System Loans, First Rehabilitation of America extra medical premiums, and United Way Charities. The District shall provide assistance in

providing claim forms and processing medical claims during the life of this agreement.

7. The District may limit to sixteen (16) the number of agencies and organizations providing tax deferred annuities and 403(b) programs. The Superintendent and the President of the Association must agree on any new providers or agents. An up-to-date list shall be kept and provided to the parties of this agreement. In the event an agent or organization is removed from the list, the President of the Association shall be notified.
8. **Auto Vandalism Protection**
The Board of Education of Island Park authorizes the establishment of a fund for reimbursement to employees for vandalism to their vehicles which are parked on school grounds. Such fund shall have a beginning balance of \$2,000 at the beginning of each school year of this agreement. The following rules apply:
 - a) A police report must be filed.
 - b) Member applying must sign an affidavit affirming insurance has not been applied for, nor will be applied for, unless only the deductible amount is being requested.
 - c) It must be verifiably obvious that the damage occurred on school grounds.
 - d) No one person shall receive more than \$300 until the end of June when excess funds will be distributed equitably to the unpaid claimants.

ARTICLE X
TEACHER EVALUATION

A. Copy of Evaluation

All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Within three (3) school days of said observation, teacher and supervisor shall discuss the observation. Within six (6) school days of said observation, teachers shall be given a copy of any evaluation report prepared by their supervisors and shall have the right to discuss such reports with their supervisors before said reports are put into their personnel files.

B. Complaints About Teachers

Any verbal or written complaints regarding a teacher made to the Administration by a parent, student or other person will be promptly called to the teacher's attention and the accusing individual identified.

C. Reprimands

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation without sufficient cause under the Education Law.

D. Open Hearing

The teacher shall have the right to an open hearing in accordance with all provisions of Education Law and the Regulations of the Commissioner of Education.

E. APPR

The parties will meet and discuss procedures as required by Education Law §3012(c).

ARTICLE XI
TEACHERS' RIGHTS

A. Teachers Files

1. Acknowledgement of Information

Excluding reference and information obtained in the process of evaluating the teacher for employment, and subsequent transcripts and placement folders marked "confidential", no material which is derogatory to a teacher's conduct, service, character or personality, shall be placed in the files unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read the material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement or disagreement with its contents.

2. Answer

A teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy by the Superintendent or his/her designee.

3. Access to File

A teacher shall be given access to his/her file within one (1) business day after receipt of request by the Superintendent or his/her designee.

4. Reproductions

Upon receipt of a written request, the teacher shall be furnished with a reproduction of any material in his/her file, excluding references and information obtained in the process of evaluating a teacher for

employment and excluding college transcripts which indicate the record to be confidential.

B. Private Life

The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination by the Board or the Association with respect to the professional employment of such teacher. However, nothing contained in this Section shall be construed to deprive the Board of any rights it may exercise under the Education Law.

C. Defense and Protection of Teacher

1. Defense of Assault Cases

The Board shall provide fully paid legal counsel, who will personally defend any teacher in court, as well as before law enforcement authorities, if the teacher is sued as a result of action taken by the teacher in handling a disruptive student or protecting a student.

2. Prosecution of Assault Suits

The Board shall provide fully paid legal counsel, who will personally represent the teacher before law enforcement as well as before judicial authorities, in any cases in which the teacher is assaulted, in any matter arising out of the scope of employment; however, the Board shall be under no obligation to provide counsel when a teacher institutes civil suit as a plaintiff, and seeks to recover damages on the basis of civil liability.

3. Defense Against Charges

The Board shall provide fully paid legal counsel, who will personally defend the teacher before law enforcement as well as before judicial authorities, in any case, hearing, trial or proceeding in which the teacher is accused or has charges preferred against him/her by any student or parent, administration or the Board, unless such charges are based upon teacher conduct repugnant to Board principles or community standards. In the event the Board decides not to provide counsel as indicated by this Article, it shall within a reasonable time after the request is made by the teacher involved, state in writing its reasons for such refusal, with a copy to the Association. In the event that charges are brought by the Board, and the teacher is acquitted, the Board shall reimburse the teacher for reasonable counsel fees, provided they are actually expended. The exercise of the Board's right to deny counsel fees does not imply that an accused teacher is guilty.

ARTICLE XII
LEAVE OF ABSENCE

A. Child Bearing and Child Care

Leave of absence of not more than two (2) years without pay, shall be granted to a teacher upon application. It shall be the obligation of the teacher to notify the Superintendent three (3) months prior to the anticipated date of birth so that a suitable substitute may be obtained.

Any sick leave accumulated by the teacher may be applied, at the option of the teacher, to any period of disability caused, or contributed to, by pregnancy,

miscarriage, abortion, childbirth and/or recovery therefrom.

The teacher may continue to work as long as she is medically able and may apply for return to work prior to the date originally designated. However, the return date shall coincide with the beginning of a school year unless Family Medical Leave Act is in effect.

All benefits to which a teacher is entitled at the time of a leave that were not used before or during the leave shall revert to him/her upon return to service.

B. Military Leave

To the extent it is consistent with the Federal Re-employment Right Law and the provisions of the New York State Military Law, Military leave of absence without pay, shall be granted to any teacher who is either inducted into the military services or who enlists for a period of time not to exceed four (4) years. Application for return to the District must be made within one (1) year from the date of termination of service. Upon return from such leave, a teacher shall not be prejudiced with respect to salary and other rights which would have accrued in the event the leave had not been taken.

C. Special Leaves

Upon request, any teacher who is on tenure shall be granted unpaid leave of not more than two (2) years, upon presentation of suitable proof that the reason for such leave shall be to enable the teacher to perform services for the Peace Corps, Teachers Corps or VISTA.

Only one such leave, for teachers in District, shall be granted at any one time. All benefits to which a teacher is entitled at the time of leave of absence including

unused accumulated sick leave that was not used, before or during the leave, shall revert to him/her upon his/her return.

D. Permissive Leave

Any teacher on tenure may, at the discretion of the Board, and upon written request, be granted an unpaid leave for one (1) year for the following reasons: Needed rest and necessities of the home; professional improvement; teaching in a United States Military installation abroad; foreign teaching, or for any other activity which would redound to the future benefit of the District. All benefits to which a teacher is entitled at the time of a leave of absence, including unused accumulated sick leave, shall revert to him/her upon his/her return.

E. Notice of Intent to Return

Teacher must notify District of intent to return by March 1st or it shall be assumed that the teacher has resigned his/her position.

F. Right of Returning Teacher

A teacher returning from an approved leave shall have transfer rights, unless waived, as stated in Article VI C, TRANSFERS.

G. Jury Duty Leave

Any unit employee who is required to serve as a member on a Federal or New York State Jury shall be paid his/her regular salary and shall not be required to forfeit personal days. In instances where a unit employee serves on a Federal Jury, the employee shall endorse checks received for jury duty to the District.

Any unit employee who volunteers for jury duty, shall not be paid during the period of absence related to such voluntary service.

H. Sick Leave

1. Normal Sick Leave

Teachers shall be granted twelve (12) days sick leave in each school year. Unused sick leave shall accumulate with maximum accumulation of 225 such days.

2. Accumulated Sick Leave (Article XII (H)(2)(a)(b)(c))

These provisions shall not be applicable effective upon the complete ratification and approval of the 2011-2014 Agreement through and including August 31, 2014.

a) Each teacher is entitled to receive payment annually for 50% of the number of days over five (5) days that would otherwise be added to their accumulated sick leave bank. Payment rate shall be 1/200 of scheduled salary and shall be made within 75 days following June 30th of each school year. Teachers electing payment shall so indicate in writing no later than June 30th. Days for which payment is not made shall be added to the individual's sick leave bank. *Example:*

Sick days used	=1
Unused sick days	=11
Minimum to sick bank	=5
Days eligible for payment	=11-5=6
50% of eligible days	=.5x6=3*
Rate of payment: 1/200 of salary	
x3 days added to sick bank	=5+3=8
Proof: 1 (used) + 3 (paid) + 8 (bank)	=12
3 days payment and 3 days to sick bank	

- b) Each teacher shall have the option of electing either to receive payment as set forth in (a) above or to accumulate the full number of eligible days. Teachers electing payment shall indicate same in writing by no later than June 30th each year. Failure to so notify in writing shall constitute a waiver of rights to payment.
- c) Teachers electing payment shall accumulate the number of days which they would have normally accumulated less the number of days for which payment shall be made.
- d) When a teacher leaves the employ of the District for any reason, said teacher shall be paid at the rate of thirty percent (30%) of his/her then current daily rate for each day of accumulated sick leave as tabulated on the effective date of termination. If the teacher dies while in the employ of the District, any amount due under this provision shall be paid to the teacher's estate. For the purpose of determining the terminal payment to be made if a teacher starts employment after the beginning of the school year, or is separated before the end of the school year, sick leave shall be prorated on the basis of one (1) day for each month of service in the school year.
- e) Effective upon the complete ratification and approval of the 2011-2014 Agreement, any teacher who is eligible for and actually retires into the New York State Teachers' Retirement System on or before August 31, 2011 shall be paid at the rate of 60% of his/her then current daily rate for each day of accumulated sick leave as tabulated on June 30, 2011, provided that the teacher submits an

irrevocable letter of resignation for retirement purposes to the Superintendent of Schools, to be effective June 30, 2011, no later than June 17, 2011. In the event that three or more teachers elect to provide these letters of resignation, the rate shall be increased to 65%.

Effective July 1, 2011, any teacher who, between September 1, 2011 and August 31, 2012, becomes first eligible to retire without penalty and actually retires into the New York State Teachers' Retirement System on or before August 31, 2012, shall be paid at the rate of 60% of his/her then current daily rate for each day of accumulated sick leave as tabulated on June 30, 2012, provided that the teacher submits an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools, to be effective June 30, 2012, no later than April 30, 2012. In the event that three or more teachers elect to provide these letters of resignation, the rate of pay shall be increased to 65%.

Effective July 1, 2012, any teacher who, between September 1, 2012 and August 31, 2013, becomes first eligible to retire without a penalty and actually retires into the New York State Teachers' Retirement System on or before August 31, 2013 shall be paid at the rate of 60% of his/her then current daily rate for each day of accumulated sick leave as tabulated on June 30, 2013, provided that the teacher submits an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools, no later than April 30, 2013. In the event that three or more teachers elect

to provide these letters of resignation, the rate of pay shall be increased to 65%.

Effective July 1, 2013, any teacher who, between September 1, 2013 and August 31, 2014, becomes first eligible to retire without a penalty and actually retires into the New York State Teachers' Retirement on or before August 31, 2014 shall be paid at the rate of 60% of his/her then current daily rate for each day of accumulated sick leave as tabulated on June 30, 2014, provided that the teacher submits an irrevocable letter of resignation for retirement purposes to the Superintendent of Schools, no later than April 30, 2014. In the event that three or more teachers elect to provide these letters of resignation, the rate of pay shall be increased to 65%.

This provision shall sunset, and be of no further force and effect, as of 11:59:59 p.m. on August 31, 2014.

- 3) **403(b)** Effective upon the complete ratification and approval of the 2011-2014 agreement, all payments made pursuant to Article XII (H)(2)(e) shall be made via a non-elective, non-discretionary employer contribution into an ING § 403(b) account on behalf of the teacher pursuant to the following:

(a) The District shall calculate the dollar value that the teacher is entitled to receive in accordance with Article XII (H) 2 (a)(b)(c)(d)(e) of the collective bargaining agreement.

(b) This amount shall be paid via a non-elective, non-discretionary employer contribution into an ING § 403(b) account on behalf of the employee up

to the maximum amount permitted for the teacher by the applicable IRS regulations. In the event that the non-elective employer contribution exceeds the applicable IRS annual contribution limitation, on or about one calendar year following the first payment, the excess amount will be paid via a second non-elective, non-discretionary employer contribution into an ING § 403(b) account on behalf of the employee up to the maximum amount permitted for the teacher by the applicable IRS regulation. In the event that the second non-elective employer contribution exceeds the applicable IRS annual contribution limitation, the excess amount will be paid directly as compensation.

(c) These contributions shall be deposited into an ING Life Insurance and Annuity Company ("ING") § 403(b) account for each teacher. If the teacher does not have an ING § 403(b) account, the District shall deposit the contributions into an ING § 403(b) account on behalf of the teacher as required by law. Each teacher will, at the time he/she provides the District with a letter of resignation, notify the District in writing of the total elective contribution, if any, made by him/her in that calendar year to any § 403(b) accounts outside of that to which each contributes as an employee of the District.

(d) No employee or his/her estate may receive cash in lieu of or as an alternative to any employer non-elective contribution. **Association requesting this be eliminated. Let's discuss**

(e) The employee acknowledges that the District has made no representation to him/her as to the position of the Internal Revenue Service regarding

the tax-deferred status of these contributions or as to the position of the New York State Teachers' System regarding whether these contributions will be included in the teacher's final average salary.

(f) This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then it shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and District shall promptly meet and alter those portions in order to provide the same or similar benefit which conforms, as closest as possible, to the original intent of the parties.

The member will sign a release agreement prepared by the District indemnifying, saving and holding the District and any of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability, including but not limited to legal expenses, tax penalties or other remedies imposed by the IRS, that may arise out or by reason, of any action taken or not taken by the Board of Education or any of its employees for the purposes of complying with this provision and/or the law.(h) This provision shall sunset, and be of no further force and effect, as of 11:59:59 p.m. on August 31, 2014.

4. Extended Sick Leave

a) Extended sick leave will be granted upon submission of a written application to the District for sick leave with pay after accumulated sick leave has been exhausted. The District shall retain the right to verify the illness leading to the application. Such

application shall include a physician's statement which shall include:

- 1) Diagnosis
- 2) Prognosis
- 3) Estimated length of recovery period

b) Extended sick leave shall be paid as follows: the number of days of accumulated sick leave credited to the applicant as of one (1) calendar week prior to the first day of absence due to the extended illness shall be ascertained. The applicant shall be paid full salary less the applicable substitute rate listed in this paragraph, up to the number of days of accumulated sick leave credited to the applicant. In no case will the Board's granting of extended sick leave exceed 200 days per applicant.

Applicable Substitute Rate Reduction:

Teacher on salary step 1 through 5 – No deduction

Teacher on salary step 6 through 10 – 50% of sub pay

Teacher on salary step 11 and up – 75% of sub pay

c) A district-wide sick bank shall be established for teachers who incur a catastrophic illness. The rules shall be as follows:

- 1) The sick teacher's matching days have been used.
- 2) The prognosis is long term. Other teachers in the District may voluntarily donate sick days from their individual sick banks to be used for the catastrophically ill teacher.

- 3) In instances where teachers who retire under the conditions of a District Retirement Incentive Program cannot claim credit for all their accumulated sick days due to a "cap" on the incentive payment, the unused sick days shall be credited to the district-wide Sick Day Bank with consent of the retirees who are affected.

5. Sick Leave Advance

With the approval of the Superintendent, teachers who have used up their sick leave and are not entitled to Extended Sick Leave may borrow up to twelve (12) sick days from the following school year's sick day allotment. Such sick days shall then be deducted in the next school year.

6. Injuries Occurring During Employment

The Board shall continue to pay to the teacher the regular salary and benefits, during a period of absence, with no deductions from regular sick leave time for any injury a teacher may suffer while performing his/her duties within the scope of his/her employment, provided the teacher files a Worker's Compensation claim and liability has been acknowledged by the Worker's Compensation Board. All compensation checks received as a result of such claim shall be endorsed to the District.

The liability of the Board shall not extend beyond six school months of the date of the injury. The teacher shall be paid 100% of his/her salary during this period. Should the absence extend beyond six months, the teacher may use his/her accumulated sick and personal leave. These days shall be

returned to the teacher's accumulated bank upon return to employment following a compensable injury.

While a compensation case is pending, the teacher's absence records shall continue to show all sick leave days to which the teacher is entitled. If the injury is subsequently determined to be covered by Worker's Compensation, the number of days absent shall not be deducted from the teacher's sick leave bank. If the injury is not covered, the District shall be entitled to deduct days absent from accumulated sick days. If no days are available, then the District shall be entitled to a return of monies expended and shall be entitled to deduct from the teacher's paycheck the amounts involved.

7. Childhood Diseases

If a teacher is absent as a result of a contagious or communicable childhood disease contracted as a result of exposure to a student in the District, sick days shall not be deducted from a teacher's sick leave. In the case of an extended illness or disability, Paragraph H.5 of this Article shall apply.

I. Personal Leave

1. Policy

Each teacher is entitled to three (3) days of personal leave for the purpose of taking care of business that must be attended to during school hours. No reason for taking such leave need be given by the teacher.

Personal leave shall not be taken immediately prior to or immediately following holidays except in cases of extreme emergency. Notification, with reason

and documentation, shall be made to the Superintendent of such extreme emergency.

2. Accumulation

Unused personal leave up to a total of ten (10) days may be accumulated.

3. Educational Conferences

Teachers who have been granted permission to attend an educational conference or meeting shall not forfeit personal days for such meetings. When permission is denied, a written reason shall be provided.

J. Bereavement Days

Each teacher is entitled to five (5) days in the event of the loss of a spouse or child for the purpose of preparing and attending a funeral. Each teacher is entitled to three (3) days per death of the following members of the immediate family: mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchild.

K. Home Care Leave

Each teacher is entitled to use three (3) days per year, of the twelve (12) sick days granted under H.1 of this Article, for the purpose of health care for a member of the immediate family.

ARTICLE XIII

OTHER TERMS & CONDITIONS OF EMPLOYMENT

A. Travel

1. Inter-School Travel

In arranging schedules for members of the bargaining unit who are assigned to more than one school building, an effort will be made to limit the amount of inter-school travel. Such inter-school travel must take place during school hours and not during the lunch or preparation periods.

2. Reimbursement

Expense incurred by the teacher, related to assigned inter-school travel, such as the use of one's own car, will be reimbursed by the District at the established rate. If a teacher is unable to use his/her own car for reasons beyond his/her control, transportation shall be provided by the District.

3. Travel as a Condition of Employment

When a new teacher is employed who will be required to travel in his/her own vehicle between schools, the Administration shall inform him/her prior to hiring that the required use of his/her own vehicle is a condition of employment.

B. Text Books and Supplies

1. Teacher Consultation

The parties agree that the Board has the ultimate responsibility under the Education Law to designate textbooks. However, the following procedure shall be established in order to provide for appropriate consultation with teachers or committees which will provide them an adequate opportunity to express their professional views on the selection of textbooks.

a) Elementary School

Before a change in textbooks or reference text is made, or a new textbook or reference text is

selected, Principals in elementary schools will discuss the change or new selection with the teachers or committees in said school.

b) Secondary School

Before a change in textbooks or reference text is made, or a new textbook or reference text is selected, the Department Head and/or Principal will discuss the change or new selection with the teachers or committee in the Department.

2. Approved List

Any change in textbooks will be considered from a list compiled by the teachers/ committee and Building Principal concerned. The recommendations of said teachers/ committee, reviewed in conjunction with the Association, and the Building Principal will be considered by the Superintendent in preparing the final recommendation to the Board.

3. Adequate Text

Within the limits of the Education Law and the Regulations of the Commissioner of Education, the Board shall provide sufficient textbooks to insure that each pupil in the classroom has textbooks for his/her own use.

C. Experimental Programs

The educational program, in all its phases, is the concern of the entire professional staff. New and/or experimental programs shall be presented to the staff for their consideration and recommendations prior to institution. When participation in as program is opened to many

qualified personnel, some reasonable criteria shall be used for selection, and these criteria shall be published prior to the selection of participants.

D. Grading of Standardized Tests

The grading of standardized tests shall not be the function of teachers.

E. Scheduling Committee

In each building, there shall be a "Scheduling Committee" composed of the Building Principal and two (2) members of the Association appointed by the Association's Executive Committee. The Scheduling Committee shall prepare a duty roster for teachers in order to achieve, insofar as reasonable possible, the equal distribution of any non-instructional duties not specifically ordered in this Agreement.

F. Substitute Teachers

1. Every reasonable attempt shall be made by the Administration to obtain a substitute teacher for any teacher who is absent, for whom a substitute is required. This shall not apply to positions such as: teachers of remedial reading and mathematics and/or Title I, ESL, speech, social worker, guidance, psychologists or gifted. Every attempt will be made to secure, from an eligible list a substitute teacher certified in Special Education for Special Education teaching positions. Both Special Education and regular teachers shall provide the District with reasonable time prior notice which will enable the Administration to comply with the provisions of this clause.

2. a) Although the District wishes to discourage the

use of its staff in place of substitutes, it is recognized that such a practice may become necessary. The Administration shall reasonably attempt to avoid such use of the staff.

b) In the event a teacher assistant is taken from regularly scheduled assignments for the purpose of substitute teaching in another classroom, the assistant shall receive fifty percent of a substitute's salary in addition to regular pay.

3. Substitute teachers will be considered for permanent employment in accordance with District guidelines entitled "Employment Procedures – Certified Personnel". See Exhibit E.

G. Library Coverage

The libraries will be open and staffed during school hours; one (1) lunch period to be excluded.

H. Job Security

1. The provisions of this Article shall apply only to tenured teachers whose teaching positions have been abolished by the Board.

a) If the position of a tenured teacher is abolished, the affected teacher shall be so notified within thirty (30) days from the date of the Board's resolution. The teacher shall be placed on a preferred per diem substitute list within thirty (30) days from the effective date the position has been abolished.

b) The time limitation for commencing a grievance pertaining to the per diem substitute list shall start running from the latest date when notification should have been received by the teacher. Failure to

grieve within the time limitation provided for in Article XVI, Grievance Procedure, shall constitute a waiver of any rights under this Article.

c) The affected teacher shall be the first substitute teacher to be offered a daily substitute assignment subject to the other provisions of this Article. If more than one (1) teacher is affected by the same Board resolution, then the teacher with the most longevity in the District shall be placed higher on the list. If a tenured teacher's position is abolished at a time when other tenured teachers have already been placed on the preferred list, the tenured teacher with the most longevity in the District shall be placed higher on the list. The list shall be maintained so that teachers with more years of service in the District are placed higher on the list than teachers with lesser service.

d) Reasonable efforts shall be made, subject to the provisions of this Article, to employ affected teachers for 125 days in a given full school year.

e) When employed under the conditions of this Article, the tenured teacher shall be paid the then current substitute rate of pay plus \$10

f) The District will notify each teacher, in writing, return receipt requested, of his/her placement on the per diem substitute list by August 1st of each year. A copy of said notice shall be sent to the Association by return receipt mail. If a teacher so notified does not advise the District of his/her availability for duty, in writing, by September 15th, the District's liability under this Article shall terminate. This paragraph is not intended to supersede other time

limits, notification procedures, or other provisions to this Article.

2. During a two (2) year period, if the tenured teacher chooses to retrain in the education field, the District will reimburse the tenured teacher for successfully completed courses up to six (6) credits per semester, to be limited to \$900 per semester for a maximum of four (4) semester total, provided the teacher receives a grade of "B" or its equivalent. The tenured teacher may select the area in which he/she desires to retrain. After the area of retraining has been selected by the affected teacher, prior approval of the Superintendent is necessary for all courses taken during the retraining period. No payment shall be made under this Article unless the retraining is in the field of education.

- a) The District shall not be obligated to pay any dental or hospital premiums for affected teachers except as required by this Article.

- b) If the District's insurers permit the payment of premiums for affected teachers who work less than a full school year, then the District shall contribute hospital and dental premiums for such teachers.

- c) If the District's insurers do not permit the payment of premiums for affected teachers who work less than a full school year, then the teacher shall be allowed to purchase his/her own hospitalization and dental policies.

- d) Upon satisfactory proof to the District that such premiums have been paid, the District shall reimburse the teacher in July if the teacher has

worked more than fifty percent (50%) of the school days set forth in Article IV A.

e) In no event shall the District's liability be greater than the premium liability for a regular member of the bargaining unit for the same coverage. If the District becomes obligated to pay hospital and dental benefits in accordance with this provision, such benefits shall be paid in the following manner:

2) First Year: 100% of the premium for hospitalization coverage for individual or family, whichever is applicable: 100% of the premium for dental insurance, individual coverage only.

3) Second Year: 50% of the premium shall be paid for the hospitalization and dental benefits set for in (a) above.

3. a) If an opening arises within the two year period, in the newly trained area, the District shall offer such position to the tenured teacher provided the teacher is qualified in the opinion of the Superintendent.

b) It is not the intention of this clause to create any guarantee of pay when there is no per diem teaching work available for the tenured teacher whose job has been abolished. This Article does not create an obligation on the part of the Board of Education to hire substitutes to fill all teacher absences. Also, the excessed teacher warrants his/her availability for work and shall be ready and available to perform assignments upon reasonable demand. Chronic

failure, unavailable eight (8) days after 18 hours notice in a given school year, to be ready and available for work shall terminate the District's liability under this Article.

c) If the tenured teacher obtains any substantially full time position elsewhere, in teaching, or in any other field of employment, then this provision shall not apply and no benefit may be claimed by the tenured teacher hereunder. If the Superintendent obtains a "waiver of certification", then the tenured teacher who is retraining can apply for the position and shall be offered the position if he/she is qualified to perform the duties of the position.

d) As a condition to any assignment under this Article, the tenured teacher must, in the opinion of the Superintendent, be qualified to assume the duties of the position and must also render satisfactory service in all the respects required of other teachers.

e) The parties understand that the Association, by agreeing to this Article, has not waived any rights a tenured teacher possesses under the New York State Education Law. The parties further understand none of the provisions of this Article is intended to diminish and/or alter in any way the rights of the Board of Education with respect to probationary teachers.

f) In no event shall any probationary teacher, tenured teacher or staff member under contract with the District to perform services for a specified period of time, be displaced by the implementation of this Article.

g) All rights and obligations of a tenured teacher under this Article shall pertain to positions which exist between the first day of school in September and the last day of school in June and during normal school days.

I. Physical Education – Kindergarten

Every effort shall be made to schedule thirty minutes (30) per week of physical education per Kindergarten class.

ARTICLE XIV
DISCIPLINE

A. Exclusion From Class

Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any act of gross misconduct, such as abusive or vile language, acts of violence or deliberate insubordination. Such students shall be immediately referred to the Principal for appropriate action. The teacher shall simultaneously transmit a note of explanation to the Principal providing the necessary information concerning the problem. The teacher shall be informed in writing of the Principal's action at the time of the student's return to class.

B. Adjustment of Discipline

After three (3) exclusions, the Principal may have the child and a parent attend a conference on school rules. The school shall be represented at this conference by the Principal or his/her designee. After conferring with the teacher, the Principal may determine the procedure other than a parental conference which may be more beneficial to the child. After three (3) exclusions, considered by

the Principal to be justified, some procedure shall be undertaken before the child is returned to class.

C. Class Placement

In the event a teacher believes that a child has been placed inappropriately, the teacher can request that such a placement be reviewed by the Principal, or in the case of a student with a disability, the Principal, Chairperson of the Committee on Special Education (CSE)/Committee on Preschool Special Education (CPSE) and/or the CSE/CPSE.

The teacher shall simultaneously transmit a note of explanation to the Principal providing necessary information explaining the problem and the request. Additional information may be requested from the teacher.

In the event that the teacher and the supervisor(s) reach agreement, the matter shall be considered resolved. However, decisions reached may not be at odds with Federal and State statutes relating to discipline and the students with disabilities. In the event that resolution is not achieved, the matter can be referred to the Superintendent or his/her designee. The Superintendent may request written support statements for all parties involved with the issue.

ARTICLE XV
PROBATIONARY TEACHERS

- A.** Teachers who have commenced their second year of probation and whose services are to be discontinued shall

be given written notice by the Superintendent by May 15th, of each year of probation, unless unusual extenuating circumstances exist, of any recommended adverse action.

A teacher wishing to ascertain the reasons for such adverse action must, within seven (7) days of receipt of notice by the Superintendent, make a written request for such information. Within seven (7) days from receipt of the teacher's notice, the Superintendent must inform the teacher in writing of the reasons for the intended adverse action. A teacher whose dismissal has been recommended, shall have the right to appear before the Board with a representative of his/her own choosing in order to present his/her position with respect to the dismissal recommendation. The teacher must give the Board seven (7) days notice prior to the Board meeting at which the action shall be taken.

The provisions of this Article are not intended to limit the rights of probationary teachers as incorporated in the Education Law of the State of New York.

ARTICLE XVI **GRIEVANCE PROCEDURE**

A. Definition

A grievance shall mean any dispute involving the interpretation or application of this agreement. The immediate supervisor shall mean the Building Principal.

B. General Provisions

1) No Reprisal

The filing of a grievance under this Article shall not lead to any reprisals by either party against any

person or persons filing said grievance, or the Association.

2) Right to Grieve

Any teacher, group of teachers, the Association, or the Board shall have the right to grieve.

3) Right to Counsel

Any teacher shall have the right to present a grievance and have such grievance adjusted with representation of his/her own choosing.

4) Time of Proceedings

All proceedings in connection with grievances shall take place during non-school hours. However, nothing in this paragraph shall prevent the Administration from considering and adjusting any grievance during school hours.

5) Expenses

All customary expenses of arbitration shall be shared equally by the parties with the exception of attorney fees.

C. Procedure

1) Step One (Immediate Supervisor)

Any teacher, group of teachers, or the Association may present formal grievances in writing to an immediate supervisor within sixty (60) school days after the teacher knew or should have known of the act or condition upon which the grievance is based. The grievance shall be discussed with the objective of informally resolving the complaint in a mutually satisfactory manner. The supervisor, after concluding discussion of the grievance, shall put his/her answer in writing and shall transmit it to the

grieving party. Nothing in this paragraph shall be construed to prevent any teacher from informally or orally raising a complaint or discussing a grievance with his/her supervisor, prior to formal submission of a written grievance.

2) Step Two (Superintendent)

a) In the event that the grievance is not resolved, grievant may, within five (5) school days under Step One, the grievant may, within five (5) school days from the time he/she has received the decision from the Immediate Supervisor, appeal in writing to the Superintendent.

b) If a grievance affects a group of teachers and appears to involve more than one Immediate Supervisor, it may be submitted immediately to Step Two, provided that the notice of intent has been given to each Immediate Supervisor and provided five (5) days prior notice of intent has been given.

c) The Superintendent will render a decision within ten (10) calendar days after completion of presentation of the grievance.

3) Step Three (Arbitration)

a) In the event that a grievance is not resolved within ten (10) calendar days under Step Two, any party may, within thirty (30) days, submit the dispute to arbitration. The Association shall be notified of and shall have the right to be present at all steps of the grievance procedure as set forth herein above.

b) The proceeding may be initiated by filing an appropriate notice with the American Arbitration Association. This notice shall include a brief

statement setting forth precisely the issue to be decided and the specific provision of the Agreement claimed to have been violated. A copy of said notice shall be simultaneously submitted to the other party. The Voluntary Labor Arbitration Rules shall apply to all proceedings under Step Three.

c) The Arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power of authority to make any decisions:

- 1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
- 2) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws (provided such by-laws do not conflict with the provisions of the collective negotiations agreement in effect at the time of the award), applicable laws or rules and regulations having the force and effect of law;
- 3) involving powers of duties imposed by law upon the Superintendent and/or the Board of Education, including but not limited to action taken pursuant to §3012 of the Education Law.

d) The decision of the Arbitrator, if made in accordance with his/her jurisdiction and authority

under this Agreement, will be accepted as final by the parties and both will abide with it.

e) If any award directing monetary damages or the performance of an act requiring the expenditure or appropriation of monies is made and no appropriation appears in the budget for the sum awarded, the Board shall make appropriate provision for inclusion of such sum in the next budget, or in the event time considerations do not allow for such inclusion, in the following budget.

ARTICLE XVII

PRE-KINDERGARTEN PROGRAM

The District and the Association agree to the following terms and conditions of employment relating to pre-kindergarten teachers. The term of this Agreement shall apply to such teachers with the sole exception noted in this stipulation.

A. Pre-K Director

1. Definition

This stipulation applies only to a teacher who teaches in the Pre-K program.

2. Teaching Day

Article IV B.1 and 2 shall not apply. The teaching day for pre-k teacher shall not exceed seven (7) hours. Pupil contact for said teacher shall not exceed five (5) hours.

3. Class Size

Article V A.1, 2 and 3 shall not apply. Pre-K guidelines established by the State of New York Education Department.

Article V A.1, 2 and 3 shall not apply. Pre-K guidelines established by the State of New York Education Department.

4. Preparation Periods

Article V B shall not apply. A Pre-K teacher shall have a one (1) hour prep period except on days when teachers are released early.

5. Length of Art Periods

Article V C shall not apply.

6. Daily Load

Article VI A.2 shall not apply.

7. Lunch Periods

A Pre-K teacher shall be required to be physically present in the lunchroom with pupils during their lunch period.

8. Consecutive Assignments

Article VI H shall not apply.

9. Evening Attendance

Article VIII D shall be amended to read as follows:
"All Pre-K teachers shall be required to attend no more than four (4) two (2) hour parent/teacher conferences per year".

10. Teacher-In-Charge

The teacher-in-charge stipend shall remain at \$2,190 for the term of this Agreement per year for performing the duties of said position.

11. Scheduling Committee

Article XIII E is amended with the addition of the following provision: "Distribution of duties shall be assigned equally among all pre-k teachers".

12. Compensation

This position will fall within the teacher's salary schedule.

B. PRE-KINDERGARTEN (Hourly Teachers)

1. Benefits will be the same as Title I Teachers.
2. Teachers will be guaranteed a minimum of 2.5 hours student contact time and a minimum of 3 hours pay.
3. Compensation:

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Step 1	\$43.30	\$43.30	\$43.30
Step 2	\$45.00	\$45.00	\$45.00
Step 3	\$46.55	\$46.55	\$46.55
Step 4	\$48.45	\$48.45	\$48.45
Step 5	\$50.25	\$50.25	\$50.25

New language

A teacher shall advance one step on the salary schedule each year provided he/she is otherwise eligible for step movement.

ARTICLE XVIII
TITLE I TEACHERS

The District and the Association agree to the following terms and conditions of employment pertaining to Title I Teachers:

- A. **Article XI – Teacher's Rights** – as stated.
- B. **Article XII, H.5 – Injuries Occurring During Employment** – amended so as to limit the District's liability for injuries occurring during employment to a

total of fifteen (15) days if said injuries are not accepted for Workers' Compensation.

- C. Article XIII, A – Travel – as stated.**
- D. Article XIII, B – Textbooks and Supplies – as stated.**
- E. Article XIV – Discipline – as stated.**
- F. Article XVI – Grievance Procedures – as stated.**
- G. School Year –** Whenever funding limits permit, the Title I school year shall be a minimum of eight (8) months.
- H. Teaching Time –** Provided enrollment and funding permit, student contact hours will be maintained at a minimum of three (3) hours. As reductions are necessary, a minimum of two (2) hours shall be maintained and distribution of assignments shall be shared equally among Title I teachers.
- I. Class Size –** A maximum class or group of ten (10).
- J. Preparation Periods –** Both the Board and the Association recognize that adequate instructional preparation requires more than the time provided by the scheduled preparation periods and that teachers are responsible for adequate preparation to insure effective teaching. A 15-minute block of time will be scheduled for each work day and 5-minutes will be scheduled between each assignment. The 15-minute block of time may be scheduled at anytime during a teacher's work assignment.
- K. Programming, Rotation, Request for Assignment Change –** Teachers will be consulted when changes in

assignment are necessary. Teachers may request assignment changes.

- L. Parent Conference Times** – As the request of the District, teachers must attend afternoon and evening parent/teacher conferences. Teachers will be compensated for such time.
- M. Sick Leave** – One (1) sick day per month, up to twelve (12), limited to an accumulation of 225 days. Title I teachers who execute a letter of resignation during the period of July 1, 2002 and September 1, 2002 shall be paid at the rate of 25% of his/her daily rate for each day of accumulated sick leave.
- N. Personal Leave** – Three (3) working days each school year, with accumulation limited to five (5) days. Personal leave is only intended for the purpose of taking care of business that must be attended to during school hours. No reason for taking such leave need be given by the teacher. Personal leave shall not be taken immediately prior to or immediately following holidays, except in cases of extreme emergency. Notification with reason shall be made to the Superintendent of Schools of such extreme emergency.
- O. Administrating and Grading of Tests** – Teachers shall administer and grade tests as assigned by the District. When such activities are assigned beyond the normal work hours, teachers shall be compensated for such time.
- P. Pupil Records** – It shall be the responsibility of teachers to maintain records as required by Title I regulations and guide- lines. Whenever an unusual amount of record keeping is required, the District shall provide time to the teachers. The Superintendent and President of the

Association shall consult whenever any dispute regarding the need for extra time arises.

- Q. After School Meetings** – Teachers shall attend curriculum and/or principals' meetings not to exceed four (4) per school year. These meetings may commence at the end of the regular school day.
- R. Compensation** – All Title I teachers shall be placed on a 5-step schedule and will advance one step for each year of service provided he/she is otherwise eligible for step movement.

Salary Schedule – Annual Increases

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Step 1	\$43.30	\$43.30	\$43.30
Step 2	\$45.00	\$45.00	\$45.00
Step 3	\$46.55	\$46.55	\$46.55
Step 4	\$48.45	\$48.45	\$48.45
Step 5	\$50.25	\$50.25	\$50.25

- S. Paid Holidays** – Paid holidays shall be provided to Title I teachers as follows:

Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr., 's Birthday, Washington's Birthday, Easter and Memorial Day

- T. Health and Dental Insurance** – In the event that legal clearance can be obtained, arrangements will be made with the insurance carriers to provide teachers with dental insurance. Teachers shall reimburse the District for whatever premiums the carriers charge the District. The District will arrange for health insurance for the individual teacher to be paid by the teacher. Title I Teachers electing the individual plan shall contribute

fifteen percent (15%) of the cost of the individual premium for the 2011-2012 and 2012-2013 school year. Effective July 1, 2013 premium will increase to sixteen percent (16%).

- U. **Access to Information** – All teachers are entitled to read the Title I proposal as submitted to the District and the accepted approval and any modifications thereto.
- V. **Split Schedules** – In the event a schedule must be split during the day, a teacher or teachers will be assigned to the schedule in the event no one volunteers to accept it. This assignment shall be for the school year and shall be rotated among teachers each year.
- W. **Jury Duty** – Article XII, G shall apply.
- X. **Bereavement Days** – Article XII, J shall apply.

ARTICLE XIX **TEACHING ASSISTANTS**

The District and the Faculty Association agree to the following terms and conditions of employment pertaining to the teaching assistants.

- A. The Salary Schedule is below:

2010-2011

Step 1	\$28,249
Step 2	\$28,671
Step 3	\$29,086
Step 4	\$29,797

Effective July 1, 2011, the 2011-2012 salary schedules shall be the same as those in effect for the 2010-2011 school year except for Step 4 which shall be increased by

1%. A teaching assistant shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement.

Effective July 1, 2012, the 2012-2013 salary schedules shall be the same as those in effect for the 2011-2012 school year. A teaching assistant shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement. In addition, the salary of all teaching assistants shall be increased by 1.75% which shall be incorporated into base salary (including for computing a teaching assistant's daily rate) but will not be applied to the salary schedule. The 1.75% salary increase shall be removed from all teaching assistants' salaries and shall sunset, and be of no further force and effect, as of 11:59:59 p.m. on June 30, 2013. This sunset clause shall not apply to teaching assistants who are on Step 4 for which the 1.75% salary increase shall remain in their base salaries, but will not be reflected on the salary schedule.

Effective July 1, 2013, the 2013-2014 salary schedules shall be the same as those in effect for the 2012-2013 school year. A teaching assistant shall advance one step on the salary schedule provided he/she is otherwise eligible for step movement. In addition, the salary of all teaching assistants shall be increased by 1.75% which shall be incorporated into base salary (including for computing a teaching assistant's daily rate) but will not be applied to the salary schedule. The 1.75% salary increase shall be removed from all teaching assistants' salaries and shall sunset, and be of no further force and effect, as of 11:59:59 p.m. on June 30, 2014. This sunset clause shall not apply to teaching assistants who are on Step 4 for which the 1.75% salary increase shall remain

in their base salaries, but will not be reflected on the salary schedule.

Teaching assistants covering for a teacher on a temporary basis (6 classes or 4.5 hours) shall receive .5 of the per diem sub rate in addition to their regular salary.

Salaries of teaching assistants who do not maintain current certification as teachers with the NYS Education Department will be frozen.

- B. Sick Leave** – Teaching assistants shall be granted twelve (12) sick days per school year. Unused sick leave shall accumulate to a cap to 225 days.
- C. Personal Leave** – Each teaching assistant shall be entitled to three (3) personal days per year for the purpose of taking care of business that must be attended to during school hours. No reason for taking such leave need be given by the teaching assistant. Personal leave shall not be taken immediately prior to or immediately following holidays except in cases of extreme emergency. Unused personal leave may accumulate to ten (10) days.
- D. Bereavement Days** – Each teaching assistant is entitled to five (5) bereavement days in the event of the loss of a spouse or child for the purpose of preparing and attending a funeral. Each teaching assistant is entitled to three (3) days per death of the following members of the immediate family: mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren shall be considered immediate family.

- E. Work Year** – The Superintendent shall consult with representatives of the Association prior to establishing a school calendar for any given year. The Board shall adopt a school calendar consistent with the work calendar established for teachers (see Article IV A). The normal work day shall be from 8:30 A.M. to 3:30 P.M. The Superintendent shall have the right to vary the starting time of an individual teaching assistant or all teaching assistants as a group within thirty-five (35) minutes either before or after 8:30 A.M.

Teaching assistants shall be released ten (10) minutes after latest pupil dismissal time on Fridays, on days preceding holidays and on days of regular monthly association meetings and on days when evening attendance at school activities is required.

F. Insurance

1. The Board shall provide the New York State Health Insurance Program currently the "Empire Plan" for all teaching assistants. The District shall pay for the cost of this health insurance. Teaching assistants electing the individual plan shall contribute eleven percent (11%) of the cost of the individual premium for the 2011-2012 and 2012-2013 school years. Effective July 1, 2013 teaching assistants electing the individual plan shall contribute twelve (12%) of the cost of the individual premium. For members electing the family coverage, the District shall pay 100% of the individual premiums plus thirty-five percent (35%) of the difference between the individual and the family premium and the member shall pay the balance each year of the agreement. The maximum dental insurance coverage shall be increased to \$6,000 per year.

The District will make available to teaching assistants a Section 125 Plan of the Internal Revenue Code in order to permit unit employees contribution for health insurance premiums to be paid with pre-tax dollars. The District will also provide accounts under this plan for Dependent Care, and one for medical and dental payments beginning in 1997. The District shall continue to provide the New York State Health Insurance Program for teaching assistants who retire under this contract. District liability shall not exceed fifty percent (50%) of the individual premium and thirty-five percent (35%) of the family premium.

2. The District shall pay for a \$50,000 life insurance policy for each teaching assistant.
 3. The District shall pay for a disability policy. This insurance to pay up to two thirds (2/3) of current salary, with a maximum of \$1,500 per month. There will be a waiting period of ninety (90) calendar days of expiration of accumulative sick leave. An increase in premium above ten percent (10%) shall be paid by each individual teaching assistant.
- G.** The District shall contribute to the New York State Teachers' Retirement System for all teaching assistants.
- H.** The District shall not eliminate payment to the Federal Social Security program and shall maintain coverage for all teaching assistants. The Board shall maintain the existing policies with regard to payroll deductions for tax deferred annuities, 403(b) (16) plans. Payroll deduction is available for the Nassau Educators Federal Credit Union, Faculty Association dues, Retirement System Loans, First Rehabilitation of America extra medical

premiums, and United Way Charities. The District shall provide assistance in providing claim forms and processing medical claims during the life of this agreement.

- I. Auto Vandalism Protection** – The Board of Education of Island Park authorizes the establishment of a fund for reimbursement to employees for vandalism to their vehicles which are parked on school grounds. Such fund shall have a beginning balance of \$2,000 at the beginning of each school year of this agreement. The following rules apply:

1. A police report must be filed.
2. Member applying must sign an affidavit affirming insurance has not been applied for nor will be applied for unless only the deductible amount is asked for.
3. It must be verifiably obvious that damage occurred on school grounds.
4. No one person shall receive more than \$300 until the end of June when the excess funds will be distributed equitably to the unpaid claimants.

ARTICLE XX
SCHOOL NURSE

ARTICLE XX
SCHOOL NURSE

- A. Working Year** – The school nurse shall work from September 1st through June 30th of each school year. If September 1st falls on a weekend, nurses will work two days the week before school opens. A compensatory day shall be provided in June in the same school year for days worked prior to September 1st. (In the event the school nurse is required to begin prior to the first day of September, a compensatory day shall be given for each day). Labor Day and all school holidays shall be observed by this position.
- B. Nurse's Day** – The school nurse shall work a seven (7) hour day from 8:45 A.M. until 3:45 P.M. The nurse shall work until 4:00 P. two (2) days per week to be present for student after school activities. Five (5) days prior notice shall be given to the nurse. The Superintendent may adjust the starting time for the school nurse by up to thirty (30) minutes. Nurses shall be paid at the chaperone rate for approved evening activities.
- C. The salary for the school nurse shall be increased as follows during the term of this agreement:**

Effective July 1, 2011, nurses with 10 or more years of service in the District, as of July 1, 2011, will receive a salary increase of \$2,500.

Effective July 1, 2011, nurses with less than 10 year of service in the District, as of July 1, 2011, will receive a salary increase of \$1,000.

Effective July 1, 2012, the base salary of nurses shall be increased by 1.75%.

Effective July 1, 2013, the base salary of nurses shall be increased by 1.75%.

(A salary range with a base of \$25,000 to \$33,000 will be paid to any new staff in this position based on degrees and experience).

Nurses shall receive longevity payments of \$1,000 at the beginning of the 10th and 20th years of service.

- D. Sick Leave** – The school nurse shall have twelve (12) sick days per school year. Unused sick leave shall accumulate to a cap of 225 days.
- E. Personal Leave** – The school nurse shall have three (3) personal days per school year for the purpose of taking care of business that must be attended to during school hours. No reason for taking such leave need be given by the school nurse. Personal leave shall not be taken immediately prior to a holiday or immediately following holidays except in cases of extreme emergency. Notification, with reason and documentation, shall be made to the Superintendent of such extreme emergency. Unused personal leave up to a total of ten (10) days may be accumulated.
- F. Bereavement Days** – The school nurse shall be entitled to same as per Article XII J.
- G. Health Insurance** – The District shall provide the New York State Health Insurance Program, currently the “Empire Plan” for the school nurse. The school nurse may elect individual or family coverage. The school nurse shall contribute the following percentages of health insurance premiums:

2012-2013 – 12% of the individual or family premium
 2013-2014 – 13% of the individual or family premium

A Section 125 Plan shall be provided to the nurse for payment of health insurance premiums. Sections providing Long Term Care and Medical payment accounts shall begin January 1997.

- H. **Life Insurance** – The District shall pay for a \$50,000.00 Life Insurance policy for the school nurse (Group Term Life Insurance). Any increase in premium about ten percent (10%) from the prior year shall be paid by the nurse.
- I. **Disability Insurance** – The District shall pay for a disability policy. This insurance to pay up to two thirds (2/3) of current salary, with a maximum of \$1,500.00 per month. There will be a waiting period of ninety (90) calendar days or expiration of accumulative sick leave. Any increase in premium above ten percent (10%) shall be paid by the nurse.
- J. **Dental Insurance** – The District shall provide the standard plan (\$25 deductible) and pay 100% of the premium for individual coverage. The nurse may elect family coverage and pay the difference in premium. Maximum dental insurance coverage shall be increased to \$6,000 per year.
- K. The school nurse shall be reimbursed for expenses related to conference attendance required by the District.
- L. When the nurse leaves the employ of the District for any reason, said nurse shall be paid at the rate of thirty percent (30%) of his/her then current daily rate for each day of accumulated sick leave as tabulated on the

effective date of termination. If the nurse dies while in the employ of the District, any amount due under this provision shall be payable to the nurse's estate. Daily rate of pay shall be determined by dividing 200 into his/her annual salary.

ARTICLE XXI
COMMUNICATION BETWEEN
ADMINISTRATION & STAFF

The parties to this contract aspire to the mutual goal of achieving the highest degree of communication and understanding of each other's points of view. As a means of accomplishing that end, the District, at its option may call Faculty/Administration Forum (FAF) meetings and the Association at its option may attend. The Association may request that a Faculty/Administration Forum meeting be called. The Superintendent may require that teachers who have been appointed to the Faculty/Administrator Forum attend said meetings upon reasonable advance notice of the date, time and place of such meeting.

ARTICLE XXII
LEGISLATIVE APPROVAL &
STATUTORY NOTICE

A. LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

B. STATUTORY NOTICE

Every employee organization submitting such a written Agreement to the members for ratification shall publish such notice, include such notice in the documentation accompanying such submission and shall read it aloud at a membership meeting called to consider such ratification.

C. COPIES OF STATUTORY NOTICE

Within sixty (60) days after the effective date of this act, a copy of Section 204-3 of the Taylor Act shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.

ARTICLE XXIII
OBLIGATION TO BARGAIN

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, other than Article VII B.1, whether contained herein or not, during the life of this Agreement.

ARTICLE XXIV

This Agreement shall remain in force and effect from July 1, 2011 to and including June 30, 2014.

IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures.

**ISLAND PARK UNION FREE SCHOOL DISTRICT,
ISLAND PARK, NEW YORK**

Superintendent – Rosmarie T. Bovino

ISLAND PARK FACULTY ASSOCIATION

President – Patricia Collins

EXHIBIT A
Island Park Schools
Teacher Salary Schedule
2011-2014

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
E	57,787	59,477	61,107	62,989	***	***	***	***	***	***	***
1	59,521	61,255	62,937	64,879	67,191	69,681	70,859	72,823	74,535	76,595	77,877
2	61,781	63,478	65,375	67,250	70,118	72,638	73,779	75,772	77,477	79,537	80,878
3	64,034	65,716	67,799	70,014	73,038	75,572	76,699	78,722	80,419	82,501	83,916
4	66,316	67,954	70,251	72,771	75,972	78,514	79,626	81,656	83,353	85,436	86,910
5	68,577	70,192	72,682	75,528	78,907	81,449	82,568	84,613	86,303	88,377	89,926
6	70,829	72,423	75,128	78,284	81,819	84,391	85,502	87,540	89,237	91,319	92,950
7	73,112	74,675	77,558	81,034	84,746	87,333	88,422	90,475	92,179	94,261	95,958
8	75,357	76,891	79,996	83,790	87,688	90,267	91,349	93,431	95,128	97,196	98,960
9	77,625	79,129	82,419	86,554	90,615	93,217	94,284	96,366	98,070	100,138	101,983
10	77,625	79,129	82,419	86,554	93,535	96,166	97,196	98,663	101,005	103,072	104,999
11	77,625	79,129	82,419	86,554	96,462	99,100	100,123	102,250	103,984	106,029	108,023
12	77,625	79,129	82,419	86,554	99,412	102,035	103,050	105,199	106,904	108,964	111,031
13	77,625	79,129	82,419	86,554	102,324	104,984	105,985	108,141	109,823	111,921	114,040
14	77,625	79,129	82,419	86,554	105,236	107,926	108,919	111,083	112,788	114,863	117,071
15	77,625	79,129	82,419	86,554	108,171	110,876	111,839	114,025	115,722	117,797	120,072
16	77,625	79,129	82,419	86,554	111,105	113,818	114,751	116,960	118,657	120,739	123,081
17	77,625	79,129	82,419	86,554	115,060	117,814	118,953	121,191	122,882	124,918	127,298
<u>2012 -2013: Step 17</u>											
17	77,625	79,129	82,419	86,554	117,074	119,876	121,035	123,312	125,032	127,104	129,526
<u>2013 - 2014: Step 17</u>											
17	77,625	79,129	82,419	86,554	119,123	121,974	123,153	125,470	127,220	129,328	131,793

2011-12 Step 17 includes 1% increase to base salary
2012-13 Step 17 includes 1.75% increase to base salary
2013-14 Step 17 includes 1.75% increase to base salary

How to figure annual Salary in Contract Years 2 (2012-13) and 3 (2013-14):

- 1) Find your salary on the Teacher Salary Schedule, e.g., MA +20/step 4: \$79,626
- 2) Identify same step on Supplemental Schedule 1 for Year 2: \$1393
- 3) Add the two figures together for sum or new salary amount: \$81,019
- 4) For Contract Year 3, do the same except use Teacher Salary Schedule and Supplemental Schedule 2

EXHIBIT B
Supplemental Schedule 1
2012-2013

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
E	***	***	***	***	***	***	***	***	***	***	***
1	***	***	***	***	***	1,219	1,240	1,274	1,304	1,340	1,363
2	1,081	1,111	1,144	1,177	1,227	1,271	1,291	1,326	1,356	1,392	1,415
3	1,121	1,150	1,186	1,225	1,278	1,323	1,342	1,378	1,407	1,444	1,469
4	1,161	1,189	1,229	1,273	1,330	1,374	1,393	1,429	1,459	1,495	1,521
5	1,200	1,228	1,272	1,322	1,381	1,425	1,445	1,481	1,510	1,547	1,574
6	1,240	1,267	1,315	1,370	1,432	1,477	1,496	1,532	1,562	1,598	1,627
7	1,279	1,307	1,357	1,418	1,483	1,528	1,547	1,583	1,613	1,650	1,679
8	1,319	1,346	1,400	1,466	1,535	1,580	1,599	1,635	1,665	1,701	1,732
9	1,358	1,385	1,442	1,515	1,586	1,631	1,650	1,686	1,716	1,752	1,785
10	1,358	1,385	1,442	1,515	1,637	1,683	1,701	1,727	1,768	1,804	1,837
11	1,358	1,385	1,442	1,515	1,688	1,734	1,752	1,789	1,820	1,856	1,890
12	1,358	1,385	1,442	1,515	1,740	1,786	1,803	1,841	1,871	1,907	1,943
13	1,358	1,385	1,442	1,515	1,791	1,837	1,855	1,892	1,922	1,959	1,996
14	1,358	1,385	1,442	1,515	1,842	1,889	1,906	1,944	1,974	2,010	2,049
15	1,358	1,385	1,442	1,515	1,893	1,940	1,957	1,995	2,025	2,061	2,101
16	1,358	1,385	1,442	1,515	1,944	1,992	2,008	2,047	2,076	2,113	2,154
17	1,358	1,385	1,442	1,515	2,014	2,062	2,082	2,121	2,150	2,186	2,228

EXHIBIT C
Supplemental Schedule 2
2013-2014

	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40	MA+50	MA+60
E	***	***	***	***	***	***	***	***	***	***	***
1	***	***	***	***	***	1,219	1,240	1,274	1,304	1,340	1,363
2	1,081	1,111	1,144	1,177	1,227	1,271	1,291	1,326	1,356	1,392	1,415
3	1,121	1,150	1,186	1,225	1,278	1,323	1,342	1,378	1,407	1,444	1,469
4	1,161	1,189	1,229	1,273	1,330	1,374	1,393	1,429	1,459	1,495	1,521
5	1,200	1,228	1,272	1,322	1,381	1,425	1,445	1,481	1,510	1,547	1,574
6	1,240	1,267	1,315	1,370	1,432	1,477	1,496	1,532	1,562	1,598	1,627
7	1,279	1,307	1,357	1,418	1,483	1,528	1,547	1,583	1,613	1,650	1,679
8	1,319	1,346	1,400	1,466	1,535	1,580	1,599	1,635	1,665	1,701	1,732
9	1,358	1,385	1,442	1,515	1,586	1,631	1,650	1,686	1,716	1,752	1,785
10	1,358	1,385	1,442	1,515	1,637	1,683	1,701	1,727	1,768	1,804	1,837
11	1,358	1,385	1,442	1,515	1,688	1,734	1,752	1,789	1,820	1,856	1,890
12	1,358	1,385	1,442	1,515	1,740	1,786	1,803	1,841	1,871	1,907	1,943
13	1,358	1,385	1,442	1,515	1,791	1,837	1,855	1,892	1,922	1,959	1,996
14	1,358	1,385	1,442	1,515	1,842	1,889	1,906	1,944	1,974	2,010	2,049
15	1,358	1,385	1,442	1,515	1,893	1,940	1,957	1,995	2,025	2,061	2,101
16	1,358	1,385	1,442	1,515	1,944	1,992	2,008	2,047	2,076	2,113	2,154
17	1,358	1,385	1,442	1,515	2,049	2,098	2,118	2,158	2,188	2,224	2,267

EXHIBIT D
EXTRA-CURRICULAR, SPORTS & SPECIAL ACTIVITIES

All rates quoted below will apply for members of the Island Park Faculty Association. In instances where Association members do not apply to conduct listed activities or new activities that may be approved during the term of this Agreement, the District will negotiate rates with individuals who are appointed to lead the activities. If a club is over 30 members, another advisor will be added at the same salary with prior approval from the Superintendent.

1. <u>CLUBS</u>	<u>GRADE</u>	<u>2011-</u>	<u>2012-</u>	<u>2013-</u>
	<u>\$</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Art Club	3-4	55.80/hr	55.80/hr	55.80/hr
Art Club	5-6	55.80/hr	55.80/hr	55.80/hr
Art Club	7-8	55.80/hr	55.80/hr	55.80/hr
Backstage Display Club	5-8	55.80/hr	55.80/hr	55.80/hr
Cheerleader's Club	7-8	55.80/hr	55.80/hr	55.80/hr
Chef's Club	5-8	55.80/hr	55.80/hr	55.80/hr
Chess Club	5-8	55.80/hr	55.80/hr	55.80/hr
Comm. Serv./Builder's Club	5-8	55.80/hr	55.80/hr	55.80/hr
Computer Club	3-4	55.80/hr	55.80/hr	55.80/hr
Computer Club, Beginner	5-6	55.80/hr	55.80/hr	55.80/hr
Computer Club, Advanced	7-8	55.80/hr	55.80/hr	55.80/hr
Gr 7/8 Sports Night Advisors	7-8	55.80/hr	55.80/hr	55.80/hr
Gr 8 Activities Coordinator	8	55.80/hr	55.80/hr	55.80/hr
Green Club	4	55.80/hr	55.80/hr	55.80/hr
Guitar Club	6-8	55.80/hr	55.80/hr	55.80/hr
Healthy Living Club	5-8	55.80/hr	55.80/hr	55.80/hr
Homework Club	5-8	55.80/hr	55.80/hr	55.80/hr
Literature Club	5-8	55.80/hr	55.80/hr	55.80/hr
Marching Band	5-8	55.80/hr	55.80/hr	55.80/hr
Math Club/Math Olympiads	5-8	55.80/hr	55.80/hr	55.80/hr
Model Club	5-8	55.80/hr	55.80/hr	55.80/hr
Newspaper Club, per/issue	3-4	882	882	882
Newspaper Club, per/issue	5-8	882	882	882
Peer Mediation	5-8	55.80/hr	55.80/hr	55.80/hr
Photography Club	5-8	55.80/hr	55.80/hr	55.80/hr

SADD	5-8	55.80/hr	55.80/hr	55.80/hr
Science Club (Sci.Olympiad)	6-8	55.80/hr	55.80/hr	55.80/hr
Scrabble Club	5-8	55.80/hr	55.80/hr	55.80/hr
Spanish Club	3-4	55.80/hr	55.80/hr	55.80/hr
Spanish Club	5-6	55.80/hr	55.80/hr	55.80/hr
Spanish Club	7-8	55.80/hr	55.80/hr	55.80/hr
Spelling Bee Club	5-8	55.80/hr	55.80/hr	55.80/hr
Sr. String Orchestra Club	5-8	55.80/hr	55.80/hr	55.80/hr
Student Council (2 Advisors)	3-4	2,372	2,372	2,372
Student Council (2 Advisors)	5-8	2,372	2,372	2,372
Yearbook	5-8	2,372	2,372	2,372

2. SPECIAL ACTIVITIES

As of 9/1/96, the following items which were previously included in the above listing, ("1. Clubs") are classified as activities that are conducted for a stipend. As is true for clubs, proposals and pupil attendance rosters are required for these activities.

	GRADES	<u>2011-</u> <u>2012</u>	<u>2012-</u> <u>2013</u>	<u>2013-</u> <u>2014</u>
Chaperone Pay	K-8	179	179	179
(Overnight trips & daily trips that are more than 7 hours)				
Dean	5-8	12,572	12,572	12,572
Digital Student Portfolio	5-8	2,291	2,291	2,291
Elementary Lead Teacher	K-4	8,524	8,524	8,524
FXH/Team Leader-Special Subj.	K-4	2,291	2,291	2,291
Grade/Team Leaders	K-8	2,291	2,291	2,291
Mentor Pay	K-8	1,941	1,941	1,941
Music Coordinator	4-8	2,291	2,291	2,291
National Jr. Honor Society	7-8	1,675	1,675	1,675
Theater Arts	5-8	2,712	2,712	2,712
Trip Advisor	8	2,008	2,008	2,008
Trip Advisor	7	1,310	1,310	1,310
Trip Advisor	6	1,045	1,045	1,045

Teaching Rate: This includes but is not limited to concerts and conducting inservice courses: \$65.00 per hour.

Non-Teaching Rate: This includes but is not limited to early morning library, NYSMA chaperoning, curriculum development and test scoring: \$45.25 per hour.

3. INTERSCHOLASTICS

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Athletic Director	6,765	6,765	6,765
Baseball (B)	4,316	4,316	4,316
Basketball (B)	4,316	4,316	4,316
Basketball (G)	4,316	4,316	4,316
Softball (G)	4,316	4,316	4,316
Soccer (B)	4,316	4,316	4,316
Soccer (G)	4,316	4,316	4,316
Track Head Coach (Co-Ed)	3,626	3,626	3,626
Track Assistant (Co-Ed)	2,790	2,790	2,790
Volleyball (B)	4,316	4,316	4,316
Volleyball (G)	4,316	4,316	4,316
Wrestling	4,316	4,316	4,316

4. SPECIAL PHYSICAL EDUCATION ACTIVITY

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Extra-curricular Coord. (Grades 7 & 8)	2,779	2,779	2,779
Early Morning Gym (60 Sessions from 8am-8:40am)	2,732	2,732	2,732

EXHIBIT E
EMPLOYMENT PROCEDURES –
CERTIFIED PERSONNEL

Recruitment and selection of staff members is one of the most important aspects of developing and maintaining a high quality educational program in the Island Park School District. The best qualified applicants for each position shall be selected without regard to race, color, creed, national origin, nor shall any person be denied employment because of age, sex, or marital status.

In keeping with the belief that the decision-making process must include those affected by the action, the following selection process will be used:

SELECTION PROCESS

A. Position – Classroom Teacher N-6

Screening Committee:

- One or Two building Principals
- Two Teachers
- One Community Person
- Superintendent (Optional)

B. Position – All Teaching Positions Other than N-6

Screening Committee:

- Building Principal and/or Administrator
- Administrator or Chairperson
- Two Teachers
- One Community Person
- Superintendent (Optional)

C. Duties**1. Committee**

- a) Review applications* and select no more than sixteen (16) applicants to be interviewed. Consideration shall be given to experience, knowledge of subject, graduate work, work record in Island Park, special traits desirable for particular position.

*Suggested method of reviewing of applicants: Divide committee into sub-committees to rate each application on a five point scale, one-lowest and five-highest. Applications receiving highest cumulative score will be selected for interviews.

- b) Participate actively in interview process. Some possible areas for questioning are: Details related to former experience, special training, type of class organization preferred, specifics related to subject content and methodology, special talents or interests, compatibility with District philosophy. Interview not to exceed one hour per candidate.
- c) Select three candidates to be submitted to Superintendent with supporting statements if requested. A five or ten point rating scale may best serve this purpose. In the event none of the three candidates is selected, a request will be made to the screening committee for additional names.

2. Administrator

- a) Establish meeting date, time, etc., and chair committee.
- b) Orient members to establish procedures and any conditions unique to a particular position.
- c) Arrange for reference checks of candidates.
- d) Notify those applicants to be interviewed of the conditions and process they will face.

It is understood that the final responsibility for the approval of staffing recommendations made by the Superintendent rest with the Board of Education. The committee selection process is advisory to the Superintendent.

Some guidelines to making overall judgments about a candidate follow:

Basic Requirements – Does the candidate have basic needed knowledge, skills and competencies?

Highly Desirable – Will candidate be able to interact effectively with rest of professional team? Does the candidate have a true desire to work in the specific setting?

Great Candidate – Does the candidate have that special drive that assures that he/she will be satisfied only when he/she is doing a “super” job?

EXHIBIT F
SPECIAL ENROLLMENT PROGRAM

Children of teachers presently employed by the Island Park Union Free School District, who are eligible for grades K-8 schooling may attend class in Island Park, provided no additional cost to the District is incurred and suitable and appropriate educational placement is available. In the event said children are students with a disability, or are referred to the Committee on Special Education (CSE), or require other special services, all activities and special costs related to such children, as well as their placement, will be the responsibility of the District in which the child resides. Prior to placement, students will be evaluated by the Island Park School District to ascertain if such special services are required, and if so, the cost thereof will be the responsibility of the district of residence. However, no attendance in Island Park will be permitted until such time as the resident school district agrees, in writing, to pay the cost of these services.

If the number of requests in any single year will result in classes containing more than the desired number of students, the teacher seniority system shall be put into effect. Under no circumstances shall any teacher be entitled to a second enrollment unless each and every other request has been satisfied.

If, in the judgment of the District, the child is not or is no longer suitable for placement in the program, attendance may be denied or terminated.

EXHIBIT G
HIRING SUBSTITUTE TEACHERS

A. Option 1

Based on the written statement of a teacher requesting a leave of absence, it is anticipated that a substitute teacher will be needed for a period of less than six weeks:

- For grades 7-8, the principal and building vice-president shall recommend a substitute to the Superintendent.
- For grades Pre-K – 6, the principal and grade leader or building vice-president for the grade covered (as assigned by the President of the IPFA), shall recommend a substitute to the Superintendent.

Option 2

When it is anticipated that a substitute will be needed for a period of more than eight weeks, or in the event a request for leave of absence of six weeks or fewer must be extended past seven weeks, a screening committee shall be convened as indicated in the Agreement.

Option 3

When it is anticipated that the leave will last for a period of six to eight weeks, the Superintendent may elect to use either Option 1 or 2.

B. Long-term Per Diem Substitutes:

- Long-term substitute teachers will be employed on a daily basis at the rate of \$120 per day.
- Long-term substitute teachers will receive individual medical insurance coverage on the same base as teaching assistants.
- Long-term substitute teachers will receive five sick days per year.

EXHIBIT H
Teaching Assistant Salary
2011 2014

Step	2010-2011	2011-2012	Supplemental 1	2012-2013	Supplemental 2	2013-2014
1	28,249	28,249		28,249		28,249
2	28,671	28,671	\$502	28,671	\$502	28,671
3	29,086	29,086	\$509	29,086	\$509	29,086
4	29,502	29,797	\$521	30,318	\$531	30,849

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EXHIBITS

A – Teacher’s Salary Schedule - 2011-2014 (Pg. 87)

B – Supplemental Schedule 1- 2012-2013 (Pg. 88)

C – Supplemental Schedule 2013–2014 (Pg. 89)

D – Extra-curricular, Sports & Special Activities (Pg. 90-92)

E – Employment Procedures–Certified Personnel (Pg. 93-95)

F – Special Enrollment Program (Pg. 96)

G – Hiring Substitute Teachers (Pg. 97)

H – Teaching Assistant Salary Schedule (Pg. 98)